1901-053 Chancery Causes: Jennie H. Baylor & vs. Exrs. of A. H. Fulkerson &c
Lee Co

Folder 1 of 3

Carr, Anderson, Gibson, Beaty, Hyatt, Richmond, Wood, Cummings, Roberts, Baltzell, Preston, Dettor, Morgan, Munsey, Carter, Kreyer, Trigg, Goodson, Hurt

CA: Unspecified
T- Property

- Land survey
- Correspondence
- Deed

Lee-Circuit Court

Jennie H. Baylor, et al.

Vs. Petition.

Isaac S. Anderson & J. R. Gibson, Executors, et al.

To the Honorable H. A. W. Skeen,

Judge of the Circuit Court of Lee County, Virginia.

Your petitioner Ida I. Fulkerson would respectfully show unto your Honor that at the November term, 1899, of this court and at the March and June terms succeeding the decrees or orders entered in this cause contemplated the appointment of a guardian for the three infant children of your petitioner and A. H. Fulkerson, her deceased husband, and that the fund of $3,225 more or less, which was deposited by the executors under the order of this court in the National Bank of Bristol, Tenn., (which sum has been diminished by payments authorized in this cause, as appears from the decrees referred to) should be paid over to such guardian. Your petitioner is advised that this adjudication in said decrees, if it be adjudication, is erroneous. It was doubtless caused by an oversight, if it is erroneous, but the purpose of this petition is to ask the attention of this honorable court to this point and to have it review and correct said decrees in that respect.

The papers in this cause show that your petitioner has an estate for life or during widowhood in all the real and personal property now on hand belonging to the estate of the said A. H. Fulkerson, deceased, including the said fund on deposit in the National Bank of Bristol, and that the three infant children aforesaid are entitled only to the remainder over

after the termination of your petitioner's estate. Your petitioner states that her said infant children have no property of their own whatever, and they will not be entitled to receive any estate of their own under the will in evidence in this cause unless and until your petitioner's estate be terminated. She is advised, therefore, that there is no necessity at this time for the appointment of a guardian for her said infant children. She is further advised that if a guardian were appointed he would not be the proper person to receive and take charge of the said fund on deposit in said bank, but that a receiver should be appointed by this honorable court to take charge of and invest said fund and pay over annually the income derived therefrom to your petitioner during the ~~xxxx~~ continuance of her estate therein and to pay the remainder at the termination of her said estate to the said children, or the survivor of them or to those entitled under the said will. Your petitioner has endeavored since the last term of this court to procure some suitable person to qualify as guardian of her said infant children and take charge of her said fund pursuant to the apparent requirements of the former decrees in this cause, but she has been unable to get any suitable person to do so, and she has been unable herself to make a bond of the nature that should be and doubtless would be required in such a case, and being advised that such course would not be the proper course in any event she is constrained to bring this matter to the attention of your Honor and to ask an adjudication on this point, and to this end she prays that your Honor will take cognizance of this petition and treat it, so far as it may be necessary, as a petition to review and rehear the aforesaid decrees, and upon such review and hearing that

said decrees be amended in so far as they contemplate the appointment of a guardian and the paying over of said fund to such guardian, and instead thereof that your Honor will direct that a receiver be appointed as hereinbefore indicated. She says that Isaac S. Anderson, who has been acting heretofore as one of the executors in this cause, has consented to act as such receiver if your Honor should see fit to appoint him as such, and she states that this would be eminently satisfactory and desirable to her, and she believes it would be to the interest of her infant children and of all parties in interest in this cause. She is advised that it is unnecessary to make any particular persons parties defendant to this petition, as no others are interested except the said three infant children, and that the said infant children are already before this court and are defended by their guardian ad litem, and that your Honor will protect and defend the interests of said children as the law requires; and your petitioner will ever pray, &c.

Orr & Lance
For Petitioner

said decree be amended in so far as they contemplate the appointment of a guardian and the payment over of said fund to such guardian, and instead thereof that your Honor will direct that a receiver be appointed as heretofore indicated. She says that Isaac S. Anderson, who has been acting heretofore as one of the executors in this cause, has consented to act as such receiver if your Honor shall see fit to appoint him as such. She is ready to be sworn to the interest in and demand of the petition and to do all things in connection with the said trust that it is necessary to make and other and further orders in the premises as may be meet and proper, as no guardian has been appointed for the said three infant children, and that there are already before this court and are defended by their guardian ad litem, and that your Honor will protect and defend the interests of said children as the law requires; and your petitioner will ever pray.

Jennie H. Baylor et al
vs
Petition of
Ida L. Fulkerson
Anderson & Gibson, Eqs. et al
Filed in open court by leave thereof Nov 17-1900
A B Munsey Clerk

Jennie H. Baylor and Sallie K.Carr

vs. In Chancery.

I.S.Anderson and John R.Gibson Executors &c et als.

This cause came on again this day to be further heard on the papers formerly read, and the report of the said Anderson and Gibson Executors, showing that they had deposited the sum of money found in their hands at the last term of this court, in the National bank of Bristol, and was argued by counsel. And there being no exceptions to said report, and it appearing to the court that said Executors have deposited said money in accordance with the permission granted them by the decree entered in this cause at the last November term of this court, and there being no exceptions to said report or the action of said executors in making said deposit, said report is confeirmed and said deposit is approved, and said Executors are released from any further control of or liability for said money. And ~~there being nothing further to be done in this cause it is stricken from the docket~~ this cause is retained on the docket for the purpose of further controlling said fund and for that purpose is continued

Jennie H Baylor et als
vs. Decree final
Hobson & Anderson Ex
vs. et al
Entered on Lehy O.B.
No 6 Page 377

Enter this decree

H A W Shen
March 16th 1890

Lee Circuit Court

Jennie H. Baylor, et al.

Vs. DECREE.

Isaac S. Anderson & J. R. Gibson, Executors, et al.

This cause came on again this day to be heard upon the papers formerly read herein and the petition this day filed herein of Ida I. Fulkerson, and was argued by counsel. The said petition sets forth that the decrees and orders entered in this cause at the November term, 1899, and the two subsequent terms of this court contemplated the appointment of a guardian for the three infant children of the petitioner and A. H. Fulkerson, her deceased husband, to whom the fund originally of $3,225 (which has been reduced by certain payments authorized herein) which was deposited by order of this court by the executors of the will of A. H. Fulkerson, deceased, in the National Bank of Bristol, Tenn., should be paid, and prays that said petition be treated in the nature of a petition to review and amend the said decrees in that particular, and to appoint a receiver to take charge of said fund and collect and pay over the income therefrom to the petitioner during the estate for life or widowhood given her by the will of her deceased husband A. H. Fulkerson, and to preserve and pay over the corpus of said fund to those entitled thereto at the termination of said estate: and it appearing that the said petitioner Ida I. Fulkerson is, under the will of her said deceased husband, entitled to the income from said money or the residue thereof during her life or widowhood, and that her said three infant children will not be entitled to any part thereof unless and until the said limited estate shall termin-

ate, and that there is no present necessity for the appointment of a guardian but that such receiver should be appointed; and it further appearing by the petition of said Ida I. Fulkerson that Isaac S. Anderson, who was formerly one of the executors of the will of A. H. Fulkerson, deceased, has consented to accept the receivership if appointed by said court, it is adjudged, ordered and decreed that the aforesaid decrees and orders entered in this cause at the terms specified, to-wit, the November term, 1899, and the March and June terms, 1900, respectively, be so far modified and amended as to ~~disposition~~ dispense with that the requirement that a guardian be appointed at this time for the said infant children, to whom the said fund in deposit in the National Bank of Bristol, Tenn., should be paid over; and it is further adjudged, ordered and decreed that Isaac S. Anderson be, and he is hereby appointed a receiver in this cause; and thereupon the said Anderson appearing in court by James W. Orr, his attorney in fact under a power of attorney duly executed and acknowledged, and executing bond conditioned according to law in the penalty of the sum of $6000.00, with John R. Gibson as his surety, who appeared in person in court ~~and was examined on oath as to his sufficiency as security on said bond, and the court having heard evidence as to the sufficiency of the said Anderson as receiver herein and~~ and the court being satisfied ~~from the evidence adduced~~ as to the sufficiency of said Anderson as receiver, and of said Gibson as security on the said receivership bond, doth accept the said bond as sufficient. The said receiver will take charge and control of the said fund now remaining on deposit in the said bank, which bank is hereby authorized and directed to pay over the same to said receiver, and to place it under his control,

and said receiver will invest the same to the best advantage in his judgment, taking ample security for any sums loaned, and shall annually on such date as shall be most advantageous or best pay over to Mrs. Ida I. Fulkerson the income that may be derived from said fund, retaining for his services a commission of 5% on all sums disbursed. And it appearing that the policy of insurance for $3,000 on the life of the said Ida I. Fulkerson taken out by the said A. H. Fulkerson in his life time for the benefit of the said three infant children is still in force, and the court being still of opinion, as expressed in a former decree in this cause, that this is a good and safe investment for the benefit of said infant children, it is further adjudged, ordered and decreed that the said receiver shall out of the corpus or principal of the sum which may be paid into his hands pay the premium on said policy, but as such payments diminish the amount devised to the said Ida I Fulkerson by said will, it is expressly adjudged, ordered and decreed that such payments shall be made only by the agreement and consent of the said Ida I. Fulkerson, and shall continue only so long as she may consent thereto, and shall cease when she notifies the said receiver in writing to that effect. This cause shall be retained upon the docket for the present, and said receiver shall make report to this court at a future term of his actions hereunder, and until the coming in of such report this cause is continued.

and said receiver will invest the same to the best advantage in his judgment, taking ample security for any sums loaned, and shall annually on such date as shall be most advantageous or best pay over to Mrs. Ida I. Mulkerson the income that may be derived from said fund, retaining for his services a commission of 5% on all sums disbursed. And it appearing that the policy of insurance for $3,000 on the life of the said Ida I. Mulkerson taken out by the said A. H. Mulkerson in his life time for the benefit of the said three infant ~~ss~~ children is still in force, and the court being still of opinion, as expressed in a former decree in this cause, that this is a good and safe investment for the benefit of said infant children, it is further adjudged, ordered and decreed that the said receiver shall out of the corpus or principal of the sum which may be paid into his hands pay the premium on said policy, but as such payments diminish the amount devised to the said Ida I Mulkerson by said will, it is expressly adjudged, ordered and decreed that such payments shall be made only by the agreement and consent of the said Ida I. Mulkerson, and shall continue only so long as ~~the~~ they consent thereto, and shall cease when she notifies the said receiver in writing to that effect. This cause shall be retained upon the docket for the present, and said receiver shall ~~make~~ report to this court at a future term of his actions hereunder, and until the coming in of such report this cause is continued.

Jennie N. Boyter et al
vs
Mulkerson et al
Decree
Entered 1908 Vol 1 Page 135
Entered
Vol 1 Page

Jennie H.Baylor et als.

Vs.

Anderson & Gibson Executors &c. et al.

This cause came on this day to be further heard on the papers heretofore read and the two reports of C.T.Duncan Commissioner, filed in said cause, the one on January 28th 1898, and the other on November the 9th, 1899, and accounts, statements and exhibits therewith and was argued by counsel: on consideration of which and there being no exceptions to said reports or either of them, or the settlements therewith filed, said reports and settlements are confirmed, and the Executors of A.H.Fulkerson deceased are permitted to withdraw from the files of this cause said settlements and have them recorded in the proper book of the County Court Clerk's office of this County, and after they are recorded they will return them to the files of this cause. And it appearing to the ~~co~~ court from said reports and the statements therewith that there is still a surplus in the hands of said Executors after the payment of debts and costs of administration, of $3225.00 which arose from a sale of the eastern end of the "Home Place", the residue of which, after enough had been sold to pay debts and costs of administration, was devised for life, or during widowhood, to the testator's widow, and remainder to his three infant daughters, on cosiderstion of which the court is of opinion and doth adjudge that the widow of said A.H.Fulkerson is entitled for life to the yearly accruing interest on said surplus after the payment of two sums herein directed to be paid out of said fund, and that said three infant daughters are entitled to the corpus of said fund. And it further appearing to the court that said testator in his life time induced his said wife to have her life insured in the Equitable Life Insurance Company for the sum of $3000.00, for the benefit of his three daughters aforesaid, the yearly accrueing premiums upon which are $143.40, and that upon said policies there has already been paid five ~~six~~ premiums, the court is of opinion that future premiums on said policy should be paid from the money of said infants for whose benefit said policies were taken, on consideration of which it is adjudeged ordered and decreed that the Guardian of said infants, so long as he believes it is to the interest of his said ward, do pay the yearly accruing premiums upon said policies as ~~the~~

they become due, but hereafter, should the guardian of said infants become convinced that it is not to the interest of said infants to pay the premiums upon said policies out of his wards money he may cease to do so. And it further appearing to the court that the widow of said A.H. Fulkerson borrowed from I.S.Anderson, one of said Executors the money with which to pay the premium which became due on said policies for the year 1898, for which she executed her note, it is adjudged ordered and decreed that said Executors pay said sum to said Anderson out of said sum of $3225.00 still in their hands, lift said note and turn it over to said widow. and they will pay to said widow the sum of $143.40, the amount of the premium which she paid on said policies for the year 1899 and take her receipt for the same, wich said two sums shall constitute credits to them on said sum of $3225.00 aforesaid still in their hands. And it further appearing to the court that said infants have no guardian to whom said executors can pay said sum of money, and that they are anxious to relieve themselves from further care of or liability for the same they are permitted to deposit said sum of money in the National ~~Ba~~ Bank of Bristol on the best terms they can obtain, take a receipt for the same, which shall be an acquittance of all liability on their part and report there action to a future term of this court, till which time this cause is continued.

276.40
853.00
625.30
1754.70

Jennie H. Baylor et al

vs. Decree

Anderson & Gibson 2 & 6 cts

Entered on Chcy order
Book No 6 P 30 & 2

Enter this decree
H. A. W. Shum
Nov 11th 1899

Jennie H. Baylor, et al.,

vs.

J. R. Gibson and J. S. Anderson, Ex'rs et als.

This cause came on again to be heard upon the papers formerly read and the report of Commissioner C. T. Duncan, filed on the 27th day of May 1897, and exceptions thereto filed by the plaintiff and the defendant and the exhibits filed with said report, and was argued by Counsel. On consideration whereof and for reasons appearing to the Court it is adjudged, ordered and decreed that Jennie Baylor recover from the executors, to be paid out of any funds in their hands, the sum of $500.00 and legal interest thereon from the 28st day of ~~November~~ Sept, 1882, subject to a credit of seventy-three dollars paid Sept 20th 1882 'till paid, and the costs incurred by her in asserting the same in this Cause. And as to all other matters and things in said Bill mentioned, the plaintiff's Bill is hereby dismissed and striken from the docket, and the plaintiff are ordered and decreed to pay to the defendants the costs of this suit to be taxed by the Clerk, except the costs herein awarded to the plaintiff, Jennie Baylor.

And in order to fully adjust and settle all matters relative to said estate, C. T. Duncan, former Commissioner, is directed to take, state and settle the executorial account of J. R. Gibson and I. S. Anderson, Executors of the last will and testament of A. H. Fulkerson, deceased, showing what sums have gone, or by due dilligence could have gone into their hands. What debts were and are owing to said executors; and what debts are due from said estate, to whom due, and their priorities.

He will report any facts deemed pertinent by himself or required by any interested party. He will give timely notice of the times and place of his setting and report his action to this Court at its next term; and for that purpose the Cause is continued. And the Bill of the plaintiff, as to all else, is striken from the docket.

Memorandum.
It is suggested to the Court by the plaintiffs in said cause that they feel aggrieved by the foregoing decree, and pray for an appeal therefrom. It is ordered that the execution of said decree be suspended for the period of ninety days for the purpose of applying for a transcript of the record for and preparing for an appeal herein, upon the plaintiffs or some one for them executing a bond before the Clerk of the Court in the penalty of two hundred and fifty dollars, conditioned as the law requires in such cases.

Pltffs costs
recovered C 12.21 Pd
J 1.50
S 4.50
Printer 5.00
atty 15.00
G A L
$38.21

Pltffs Costs not recovered
Clerk of Washington Co 11.60
Co Clk Lee Co 2.90
Comr C. T. Duncan 217.80
R. L. Pennington 75.00
$307.30

Costs in Court of appeals
Deftts Costs recovered
atty 20.00
Clerk 1.58
Damages 30.00
$51.58

Jennie Baylor et al
vs } Decree
Final as to all but
executorial acct.
Gibson & Anderson Exrs

Nov. 7. 1897

Cal. C.O.B. No 6 p. 50

Entered this
Nov. 5 1897
N. Zick

Virginia.

At a circuit court continued and held for Lee County at the Court-house thereof on Friday the 5th day of November 1897.

Jennie H Baylor et al Complainants

vs

J R Gibson & J. S. Anderson Exers et als - - - - Defendants

This cause came on again to be heard upon the papers formerly read and the report of Commissioner C. T. Duncan filed on the 27th day of May 1897. and exceptions thereto filed by the plaintiffs and the defendants and the exhibits filed with said report. and was argued by Counsel. On consideration whereof and for reasons appearing to the Court it is adjudged, Ordered and decreed that Jennie Baylor recover from the executors to be paid out of any funds in their hands the sum of $500.00 and legal interest thereon from the 18th day September 1882 till paid, subject to a credit of Seventy three dollars paid Sept 20th 1882. and the costs incurred by her in asserting the same in this cause. And as to all other matters and things in said bill mentioned the plaintiffs bill is hereby dismissed and stricken from the docket. and the plaintiffs are ordered to pay to the defendants the costs of this suit to be taxed by the Clerk. except the costs herein

awarded to the plaintiff Jennie Baylor.

And in order to fully adjust and settle all matters relative to said estate L.T. Duncan former Commissioner is directed to take State and settle the executorial account of J.R. Gibson and J.S. Anderson Executors of the last will and testament of A.S. Fulkerson deceased, showing what sums have gone or by due diligence could have gone into their hands; what debts were and are owing to said Executors; and what debts are due from said estate; to whom due, and their priorities: He will report any facts deemed pertinent by himself or required by any interested party. He will give timely notice of the time and place of his sitting, and report his action to this Court at its next term; And for that purpose the Cause is Continued. And the bill of the plaintiffs as to all else is stricken from the docket.

A Copy

Teste A.B. Munsey Clerk

Jennie H Baylor et al
vs } Copy of Decree
J. R. Gibson et al Exon

Executed Dec 2nd 1897
By delivering an attested
office copy of the within
Decree to C. J. Duncan
in Lee County Va

W. P. Weston S.L.C.

Copy for C. J. Duncan

C $1.00

Commissioner's Office

Jonesville Va. December 17th 1896.

Jennie H.Baylor et al.

Vs. In Chancery.

I.S.Anderson et al.Executor et als.

On this the 17th day of December 1896,at 9 O'Clock A.M. the parties by their Attorneys appeared before me,at my Office in the town of Jonesville Va. pursuant to the annexed notice.

Present: B.H.Sewell & H.S.K.Morison Attorneys for Plaintiffs

A.L.Pridemore & D.C.Sewell " " Defendants,

the Executors of A.H.Fulkerson Deceased

The guardian ad liten for the infants not present,but directs by letter to proceed.

R.F.Carr a witness introduced by the Complainants,being duly sworn deposes and says:

The Defendants object to thetestimony of this witness,because he is one of the signers of the paper in part sued on,which purports to be a contract between the plaintiffs,the witness and others with A.H. Fulkerson now deceased,and said witness is therefore incompetent to testify.

Pridemore & Sewell for the Execr

P.G.Fulkerson G.A.L. for Infants

Ques.

Ques. 1. Are you married Mr. Carr.

Ans. Yes Sir.

Ques2. To whom were you married and when?

Ans. To Kate Fulkerson,on the first day of March 1880.

Ques.3. What is her age at this time?

Ans. She was born the 8th day of October 1861.

Ques.4. What was the maiden name of her mother?.

Ans. Henrietta Baltzell.

Ques. 5. To whom was Miss Baltzell married?

Ans. To A.H.Fulkerson.

Ques.6. Do you know who was the father of Henriatta Baltzell , Col. A H.Fulkerson's wife?

Ans. My understanding is,that David Baltzell was her father.

Ques.7

Ques. 7. Did or not you and your wife sign a receipt and release to A.H.Fulkerson, guardian &c of your wife,a copy of which is filed with her bill in this case?

Ans. We did sign a release. A. copy of this release is file with said bill.

Ques. 8. At the time you signed said receipt or release,state what knowledge,if any,either you or your wife had of the condition of the accounts or receipts of the said guardian in his capacity as guardian of your wife.

The foregoing question is excepted to because the paper itself furnished full information.

Pridemore & Sewell for Execrs.

and for G.A.L. for Infants.

Ans. We had no knowledge of the matter.

Ques.9.Were any representations made to you and your wife at the time said paper was signed, by A.H.Fulkerson,if so what were they?

Ans. He paid my wife $500.00, and asked us both to sign a release or receipt which he had,and said that the $500.00 was more than was due from the Baltzell estate,but that what he had was for his children a nd it made no difference. The receipt to which I rfer is the same one, a copy of which is filed with the bill in this case.

Ques.10. When did you or your wife first learn of the amount which said Fulkerson had, or should have received as guardian of your said wife

Ans.A very short while before the bringing of this suit,I think only some 15 or 20 days.

Ques.11.Would or not you and your wife have signed the receipt or release referred to, if you and she had been as fully advised of the state of the account of said guardian as you now are?

Ans. We would not.

Ques. 12 Would or not you or either of you have signed the paper referred to,without the reperentation made to you by A.H.Fulkerson at the time,that,that was all that was due or words to that effect?

Ans. No Sir,we would not.

Ques.13. Mr.Carr,how much has your wife received from the estate of which A.H.Fulkerson was guardian,and how much of this was received for the price of the land sold to J.M.Barker and M.D.Goodson?

Ans. We had our house burned some time in the year 1886 and

our account of the amountswe had received was then burned, the amounts which we had received corresponded with the payments made to Mrs. Baylor,except one payment derived from the sale of the Poor Valley land,I mean the Barker land. We having received $350.00 and Mrs Baylo $400.00.

Ques.14.Who made the contract for the sale of the real estate of the wards of Col. Fulkerson,and by whom was the purchase money paid,when, if you can recolect,and what was the agreed price of the two tracts of land?

Ans. I do not know who made the sales,the purchase money was paid by Col.Abe Fulkerson atty at law,and A.H.Fulkerson, I do not remember the dates of said payments, the interest of my wife and John B.Fulker on in the Poor Valley,or Barker land wassold for $700.00 Mrs Baylors interest in said tract was sold at $400.00,my recolection is that the land was sold to Goodson for $1700.00.

Ques. 15. Was Col. Abe Fulkerson your attorney?.Or the Attorney of your wife?

Ans. No sir.

Ques.16.Under whose advice and at whose request did you ratify these sales of land,by executing said deeds?

Ans. I do not remember,I think perhaps,John B.Fulkerson brought the deed for the Poor valley land to my wife and myself.

Ques.17. In the statemet of the credits,in the bill filed by your wif w ife and Mrs. Baylor,state whether or not,there is included therein the amounts received as purchase money for the lands devised and descended from the Baltzells to your wife and her brother and sisters a a s devisees?and heirs?

Ans. The amounts received for the land are included in the credits put down in said bill. And that statement includes all the sums received by my wife from said Baltzell estates of every kind or descrip tion.

And further thisdeponent saith not. R. H. Carr

C.E.Baylor,another witness being introduced by the Plaintiffs deposes a nd say:

This witness claims attendance 2 days attendance from Mullen 36 miles going & returning

The Defendants objectx to the testimony of this witness for the same reasons stated as to the testimony of R.F.Carr.

Pridemore & Sewell for Defts.

Ques.1. Mr. Baylor do you know when Jennie H.Baylor was born,by reputation in the family.

Ans. I do not.

Ques.2. Do you know the maiden name of her mother?

Ans. I have understood that it was Henrietta Baltzell, I never met he

Ques.3. Wasyou present when Jennie H. Baylor signed the release and receipt filed as an exhibit with this bill?

Ans I do not think that I was.My recolection is that Col. Fulkerson presented the paper to me at my store,and took it to my wife who was a t the dwelling house,he then brought it back to me,my wife signed it at the house and I at the store.

Ques. 4. On that occasion but before the signing of said paper either by you or your wife,did you hear any representations made by Col. Fulkerson to your wife?

Ans. I did not. But he made some to me before I signed the paper.

Ques. 5. What were they?

Ans. I told Mr. Fulkerson I knew nothing whatever about the business and could only depend upon what he said about it,he stated that the $500.00 he was then paying us,he thought was in full of all he had received from the Baltzell estate, and he further said,that what he h had was for his children anyway,and that they would get more in the end by not sueing than they would to sue him,this was the extent of our conversation.

Ques. 6. Would or not you or your wife have signed the paper referr ed to , without the representations made to you by A.H.Fulkerson, a t that time?

Ans. I would not,and I do not think my wife would have done so.

Ques.7.When did you and your wife first learn of the true state of th the account of A.H.Fulkerson, as guardian of said parties?

Ans. Only a short time before the institution of this suit.

Ques. 8. If you had known the true state of said account,would either you or your wife have signed the same?

Ans. I would not and I do not think she would.

Ques. 9. How much and when has your wife received from A.H.Fulkerson asher guardian,and how much and when has she received from the sale of lands devised and heired by her from the Baltzells? which lands were conveyed to Barker and Goodson.

Ans. In September 1882,Mr.Fulkerson gave my wife his note for $500.00 that note is still in my wife's possession unpaid,with a credit on it of $76.00, on May the 3rd 1883,I received for my wife from A.H.Fulkerson, $43.60, June 28th 1883,$150.00, Sept.19th 1883,$25.71, on March 18th 1884,$185.00, March 25th 1884,$500.00, this was the amount received on the release, November 22ond 1884,$40.00, Jan.26th 1885, $79.65, May 29th 1886, $182.56, Nov.11th 1886, $400.00,Sept 24 1889,$111.90, I do not know how much or which of said payments came out of the land sales,except that the $400.00 item above named came out of the land sold to Barker.

Ques. 10. Do you know who made the contracts for the sale of your wif wife's land?

No sir, I do not.

Ques.11. In the statement of the credits in the bill filed by your wife and Mrs. Carr,state whether or not there is included therein the amounts received as purchase money for lands they took by devise from a nd as heirs of the Baltzells?

Ans. Those credits include everything,land and everthing else to my knowledge.

Ques.12. Will you file a copy of the note executed to your wife by Col.A.H.Fulkerson,above mentioned by you?

Ans. I have not the note with me,but will make and send a copy to the commissioner,to be file with my deposition as exhibit "OO"

Ques.13. When was your wife Jennie Fulkerson,now Jennie Baylor marrid

Ans. It was in in September 1882,I do not remember the day of the month.

And further this deponent saith not.

L E Baylor

Witness claims 2 days 5 miles one to going & coming. $1.80.

No further witness appearing the further taking of evidence and further proceedings in this cause is continued to Monday, the 4th day of January 1897. Thisthe 17th day of Dec. 1896.

C. T. Duncan

Met pursuant to adjournment at the Office of Duncan & Hyatt in the town of Jonesville on Monday the 4th day of January 1897.
Present : H.S.M.Morison & B.H.Sewell Attorneys for Plaintiffs
A.L.Pridemore & D.C.Selell for the Defts the Executors.
J.A.G.Hyatt another witness of lawful age being duly sworn deposes and says:

Ques. State whether you ever saw Col. A.H.Fulkerson write and if you are acquained with his handwriting?

Ans. I have seen him write his name frequently. I think I may say that I am aquainted with his signature.

Ques. 2. I hand you two letters, one dated Nov. 20th 1871 and the other Dec.14th 1871, pleas examine them and state in whose handwriting they are.

Ans., I think they are in the handwriting of Col. A.H.Fulkerson, the signature thereof, I am certain are in his handwriting. I file said letters with my deposition marked "A" & "B".

And further this deponent saith not.

Witness 1 day $0.50.

J A G Hyatt

Further proceedings in this cause is adjourned till the 3rd day of February 1897 at the Office of Duncan & Hyatt in Jonesville Va. This the 4th day of February 1897

C. T. Duncan Comr

Jennie H. Baylor et als
vs Ex Depositions
D.S. Anderson Ex. et al

R. H. Baylor.
C. E. Baylor

A. N. TREECE. P. G. FULKERSON.

OFFICE OF

TREECE & FULKERSON,

LAND AGENTS.

TAZEWELL, TENN., Dec 2 1896

Hon C. T. Duncan
Jonesville

Enclosed final notice acknowledged, We will be busy taking depositions here next week but I will be up by the 18th any way just go ahead as if I were present if I am not there on the 17th,

Yours Truly
P. G Fulkerson

CLAIBORNE COUNTY, TENN.

ITS : SOIL, : CLIMATE, : ALTITUDE : AND : RAINFALL.

Our soil is divided into four qualities. First in fertility is the bottom lands, which occasionally overflow, thus keeping them rich. Next is the limestone land, which is largely level and embraces the north side of the ridges. This soil is adapted to all the grasses and grains. When "run down" it is easily reclaimed.

Next in quality is the white flint, chestnut and gravel land. It is not so productive as either of the other varieties, but yields fair crops of all the grains, clover and some of the grasses, and will stand more rain or drouth with less injury to crops than the other varieties, and is well adapted to fruit culture. Apples, peaches, pears, plums, and all the berries grow to perfection. For want of transportation no effort to grow fruit for shipment was made until 1895. We are 52 miles by rail from Knoxville, a city of 40,000 population, and within 12 hours run of Louisville and Cincinnati, and our county and State lines are within one mile of the Magic City of Middlesboro, Ky.

We furnish most of the grain, vegetables, poultry, butter, eggs and meats consumed by that thriving city. Our sandy lands overlying the coal fields produces well and is fine for fruit.

Climate mild, 16 below Zero is our coldest record while we consider it "very hot" when the murcury reaches 90, which it seldom does. Windy days are few, as the mountains break up the blizzards. Corn planting begins about April 10th, and the first killing frost comes from the 1st to the 10th of October.

Location healthy; malaria unknown. The K., C. G. & L. R'y enters the county at Clinch river, 1028 feet above sea level, rises in 7 miles, near Tazewell, to 1477 feet, drops in 8 miles to 1066 feet at Powell's river bridge, leaves the county and State at mouth of Cumberland Gap Tunnel, 1308 feet above the sea. Our highest mountains are over 25,000 feet, ranging from 1,000 to 2,600 feet above sea level. Annual rainfall for past 9 years has ranged from 60 to 76 inches. Lands range in price from $4 to $50 per acre. Reduced rates to prospectors. Either of the above described qualities of land for sale in any size tracts desired.

For further information, address

TREECE & FULKERSON,

REAL ESTATE AGENTS, - - - - - - TAZEWELL, TENNESSEE.

Notice

To Jennie H.Baylor,Kate S.Carr,Ida A.Fulkerson,I.S.Anderson & John R.Gi Gibson Executors of A.H.Fulkerson deceased and P.G.Fulkerson Guardian ad litem of the infant heirs at law and devisees of the said A.H.Fulker son deceased.

You will please take notice,that on the 17th day of Decemb ber 1896,at my Office in the town of Jonesville,I will sit for the pur pose of taking such further evidence as may be offered,by either side on the issues directed to be enquired into by me,in the Chancery cause of Jennie H.Baylor and Kate S.Carr vs. I.S.Anderson and John R.Gibson Executors &c. and others,now pending in the Circuit Court of Lee County Each of you are respectfully requested to be present at that time,eith er in person or by counsel.

Very respectfully &c.

November 30th 1896.

E. T. Turner

Special Commissioner

Jennie H Baylor et al

vs Notice

I. S. Anderson et al 45 Cts

Legal service of this notice is accepted this 30th Nov, 1846.

Isaac S. Anderson.

John R. Gibson.

~~B. H. Lovelly, J. Cannel.~~

~~For Jennie H. Baylor and~~

~~Sallie H. Cann.~~

Ida I. Fulkerson

W. G. Fulkerson

Guardian ad litem

Commissioner's Office Jonesville Va. April 21

Met pursuant to adjournment, in my Office in Jonesville Va. on the 21st day of April 1897.

Present: H.S.K.Morison and B.H.Sewell, Attorneys for Plaintiffs

" A.L.Pridemore, Atorney for Executors

" P.G.Fulkerson Guardian ad litem for infants and Attorney for Mrs. Ida I.Fulkerson.

H.C.T.Richmond a witness of lawful age being duly sworn deposes and says:

Ques. 1. Please state if you live in the neighborhood of the late A. H.Fulkerson, if you answer that you do please state how long you have lived in that neighborhood.

Ans. I do live in the same neighborhood in which A.H.Fulkerson lived and died. I have lived in that neighborhood 36 years.

Ques. 2. Please state if you are acquainted with the people in the neighborhood where said Fulkerson lived and died?

Ans. I am acquainted with the people generally of that neighborhoo

Ques. 3. Please state if you know what was the character of Col. A.H. Fulkerson among his neighbors as a man of honor truth and fair dealings?

Ans. So far as my knowledge goes Col. Fulkerson was a man of honor and fair dealing and if he ever did anything to the contrary I never heard it, I know he never did with me.

Ques. 4. Please state whether or not Col. Fulkerson was a citizen of Lee County, and you answer that he was please state how long you knew him to be a citizen of said County?

And. He was a citizen of Lee County Va. My first recolection of EX Col. Fulkerson was in November 1857, I then staid all night with him, he was then living where he lived at the time of his death He continued to live at the same place up to the time of his death.

Ques. 5. Please state whether or not on the marriage of Col. Fulkerson to his last wife, the present Mrs. Ida Fulkerson there was any ill feeling and family dissatisfaction in reference thereto by

the children of his first and second wives, if you answer that you have no personal knowledge of these matters, please state wh what was rumored and talked of in the neighborhood among his neighbors and relations in refernce thereto?

The foregoing question and any answer therto is objected to by the Plffs. because immaterial irrelevant and hearsay.

Morison and Sewell for Plffs.

Ans. Personally I know nothing as to any ill feeling growing out of said marriage upon the part of any of his children by his former wives, except his son Charles he talked to me before the marriage and in opposition thereto. The general rumor of the co country was that his son Charles and his daughters Rettie and Jennie were very much opposed to said marriage, I do not remember of hearing anything about Mrs. Carr.

Ques. 6. Please state if you know whether or not it is more expensive to keep and maintain girl children away from home and at school than it is at home, give your estimate, how much if anything said extra expenses would be per year? Say from the age of 14 to 20 years.

The foregoing question and any answer thereto is excepted to because irrelevant and immaterial and speculative.

Morison & Sewell for Plffs.

Ans. It is certainly more expensive to keep them away from home than at home. My own experience with my daughters is that a session away from home including all expenses costs about $400. It would be a mere gues as to what it would cost to keep them at home, I think a fair estaimate is that it would not cost more than half as much to keep them at home as it does to send them away from home.

- -- Cross-Examined --

Ques. 1. Was Col. Fulkerson an exact careful business man or was he careless and enclined to be loose?

Ans. My observation of him was that he was an exacting careful business man prompt careful and up to time that is my experience

with him and I had a great many dealings with him and in diff
erent ways. He was not more exacting that what seemed right
and proper, he seemed to want what was coming to him and for
others to have what was due to them.

Ques. 2. Was he careful as ordinary business men in preserving the evi
dences of his business transactions?

Ans. I could not state that, I never had any oppertunity to learn
as to how he kept his papers filed, my own transactions with
him were mostly of a mercantile character, and as to whether he
kept receipts for payments made, I do not know. He always reqir
ed an itemized statement of his accounts with me, when his accou
were of any size, when they were small he would pay them and go
on this is my experience with him.

And further this deponent saith not.

Hale T. Richmond

The parties then filed before me Agreement marked Exhibit X Y
--B C. B C. and statement therewith. and Agreement marked Exhibit X Y
--A G and three letters therewith.

No other witness appearing the further taking of proof in
this case is adjourned until tomorrow morning at 9 O'clock.
This the 21st day of April 1897.

C. T. Duncan Comm

Jonesville Va. ~~April~~ April 22 1897.

Met pursuant to adjourmment, when the Defendants anounced that
they were through in chief and thereupon the Plaintiffs stated
that they desired to take in rebuttal the deposition of John
T. Ransom who they were expecting to visit Lee County at a very
early day and moved an adjourment to some future day which
was agreed to by defendants and accordingly ordered.

This 22ond day of April 1897.

C. T. Duncan Comm

Mr. Ransom not coming I gave notice to Counsel of Plaintiffs and defendants that I would be obliged to them if they would on Saturday the 8th day of May 1897. appear before me with such further evidence as they desired to offer and that they would then present to me in way of written or oral argument their views of the case. and on that day Mr B H Sewell Counsel for Plaintiffs and Gen Pickenson counsel for Defendants appeared before me in my Office in Jonesville, and announced that they had no further evidence to offer and each filed written objections to certain pieces of evidence and then presented me with their views of the case in way of oral arguments and citations of authority and submitted the case.

This May 8th 1897

C. T. Duncan Comr

Anderson et al Ex vs
adm Deposition of
Baylor & Carr

H. G. T. Richmond

Office of Duncan & Hyatt.

At Jonesville Va. on the 3rd day of February 1897.

Met pursuant to adjournment. Present. B H Sewell for the Plaintiffs and. Prudemore & Sewell for the defendant. and there being no witness present, the Plaintiffs stated that they had no further evidence to introduce, unless it was three copies from the records of the County Court of Washington, and that they would determine, by the 10th day of February 1897 whether or not they would these offer them. And thereupon an adjournment was taken to the office of J. H. Wood in Bristol Va on the 10th day of February 1897.

C. T. Duncan Commr

Office of J H Wood Bristol Va
February 10th 1897

Met pursuant to adjournment, When the Plaintiffs offered in evidence three records, from the County Court of

of Washington County Va which are marked respectively 16. 17. & 18, to the filing of which the defendants objected. because said records are immaterial irrelevant and have no bearing on the issues involved, before the Commissioner. And thereupon the Plaintiffs closed in chief.

Present. A. S. H Morison & B H Sewell for Pltiffs
A L. Prudemon for. Executors.
P. G. Fulkerson Guardian ad litem for The Infants & Atty for. Mrs. Ida I. Fulkerson
C. T. Duncan Commr

J. H. Wood a witness of lawful age being duly sworn deposes & says.

Ques/ Please state your name residence & occupation?

Ans. My name is J H Wood. Residence Bristol Va I am a Lawyer

2 Please state whether or not at any time, before this you were employed professionally to, examine and investigate the accounts of the late A. H. Fulkerson

as admr, of the estate of Jas. C. Baltzell deceased and as guardian of Jennie, Kate, & John Fulkerson.

If you answer yes, state who employed you, and when it was as near as you can?

The foregoing question is objected to. Because the witness is not privileged & disclose any fact in relation to his ~~client~~ ~~employment~~, client in the business for which he was employed, or in relation to any fact received by him from his client, or any knowledge received from them, or knowledge given to them.

Morrison & Lewis attys for Plaintiffs.

Ans. The only conversation I ever had with the matters referred to in the question was as counsel, and I decline to disclose what occurred, as I conceive the rule of law, to prevent disclosures

of anything which occurred between myself and those who employed me.

3 Please state at what time the relation of client and attorney, began, and ended if it has yet ended?

This question is objected for reasons above stated. The witness has already stated that the relation of attorney & client once existed and no further examination or disclosures can be required.

Morrison & Lawrence,
attys for Plaintiffs

I have no disposition to refuse or volunteer an answer to the above question, but my understanding of the rule is that when the relation of Counsel & client is shown to have existed the competency of the witness is settled & under the rule I

"5"

do not think he should answer.

4 Please state who employed you whether Jennie Fulkerson now Baylor or Kate Learr, formerly Kate Fulkerson, or was it some one for them?

Ans. The only communication I had was with Mr. C. E. Baylor I do not remember now if he said something

5 Can you then say that you were counsel for them?

Ans. I had no relation with the matter in any way than as counsel, I do not now remember the names of the parties, I saw no one but Mr. Baylor,

6 Please state the time as near as you can that you had the talk with Mr. Baylor?

Ans. It is difficult for me to

recollection, as I know of nothing to refresh my recollection, but I should think it has been eight or ten years,

7 Are you of Counsel, for the plffs in the present case in which you are a witness?

Ans I am not,

The defendant insists that the first as well as all the questions propounded to this witness should have been answered that none of them were privileged, and that the witness had no right to refuse to answer them. And this matter is respectfully referred to the Court.

C. T. Duncan Coun.

All the foregoing questions and answers of the witness are objected to. Because it is shown that he is incompetent, having acknowledged the relation of attorney & client to have once existed.

Morrison & Sewell,
Attys for Plaintiffs,

And further this deponent saith not.

Witness. 1 day. .50. J. H. Moor

M. L. Blackley, a witness of lawful age being duly sworn deposes and says.

1st Question by

State whether or not you were ever employed as an attorney to collect an account of Mrs Sallie E Buttzelle off of A. H. Fulkerson dece. If so will you please state the amount of said account, the date, and if you have a copy of the same please file it as an exhibit to your deposition

The foregoing question and any answer thereto are objected to. 1st Because there is no sufficient pleading putting same in issue, in this case; 2d Because there is no account, or charge made by the deceased as guardian, and no vouchers, and his Executors cannot

after his death set up for him a charge for maintenance; 3d Because it is immaterial; 4th Because there is no evidence of the inability of the decedent during the father of the plaintiffs, to support and maintain his infant children, out of his own estate. 5th Because there was no order of allowance made by the court for such purpose, no approval of such appropriation of this words estate to such purpose; and 6th Because the question and the account offered do not show that A. H. Fulkerson as guardian was liable.

Morrison & Sewell,
attys for Plaintiffs.

Ans. I was employed by Mrs Sallie Baltzell in 1890 or about that time to collect an account in her favor against Mr Archie Fulkerson then living in Lee Co

Va. By reference to a copy of the account which is herewith filed as Exhibit A and as a part of this deposition I find the amount of the amount to have been $99.00.

The date of the account is 1863.

I collected the account off of Mr Fulkerson

Cross Examined

Ques 1. When did you collect said account?

Ans I do not remember the date of payment. It was some time in 1871. to the best of my recollection.

Ques 2. In what ~~way~~ was the account paid?

Ans It was paid in money to the best of my recollection.

Ques 3. Were there any offsets to the account offered or allowed in favor of Mr A. H. Fulkerson?

ans I do not remember of any
Off. D.

Question by Commissioner. Was that account paid in full as presented or was there an abatement asked and given because of the dealings being during the war?

I do not now remember of any abatement of the account ~~for~~ on any account. My recollection is that it was paid in full.

The account I think was made out at value and currency of the date of the account. is my recollection.

And further this deponent saith not.

M L Blackley

No other witness appearing, adjourned to meet at the office of the Clerk of the Circuit Court of Washington County at Abingdon Va on tomorrow morning at 9. O. clock. This 10th day of February 1897

C. T. Duncan special Comr

Circuit Court Clerk's Office
Abingdon Va. February 11th 1897

Met pursuant to adjournment at the Office of the Clerk of the Circuit Court of Washington County Va at 9 O'clock A M Feby 11th 1897.

Present A. S. H. Morison & B H Sewell Attys for Plffs
A. L. Pridemore Atty for the Executors
P. G. Fulkerson Guardian ad litem for the infants and Atty for Mrs Ida S. Fulkerson.

C. T. Duncan Coner

John M. Kreger another witness of lawful age being duly sworn deposes & says.

ques 1. Please state whether or not you are a son of the late John G. Kreger, long the clerk of the Circuit Court of Washing County Va.

Ans. I am.

Have you or not in your possession a book, which among other things contains a copy of a letter purporting to have been written by your father to C. E. Baylor

dated May 19th 1886. - found on pages ~~87, 88~~ 91, 92 & 93 -
If you answer yes, and do not object, please file said book, and state in whose, hand write said copy is in?
The foregoing question and any answer thereto are objected to, Because it is not shown that witness has examined and compared the supposed copy with letter to Mr C. E. Baylor, and said supposed copy is inadmissible, and Because immaterial & irrelevant.

Morman & Terrell
Attorneys for Plff.

Ans. Yes I have such Book in my possession, I have heretofore made a copy of said letter and filed it with my deposition in this case I now file the Book marked Exhibit "Book" as part of my deposition the letter is found on pages 91-92 & 93 of said Book the letter referred to is wholly in the handwriting of my Father.

Are you the present clerk of the Circuit Court of Washington County. If you answer yes please state whether or not there is now in your office a file of papers among the decided Cause, a case A. H. Fulkerson adm'r of J. C. Bultzell dec'd against George R. Barr, adm'r of A. Davis, and if you answer yes please file a copy of the final order in that and state amt Costs taxed against the plff if any? And the amt sued on in the Case. And file a Copy of the Claim if fund sued on?

Ans. I am the present Clerk of the Circuit Court. There is such a file of papers in my office. I herewith file a copy of the final order marked "F.O." and a copy of the note sued on marked "Copy note". I do not find any itemized statement of the costs

but find a statement in regard to the costs made by L. T. Cosby who was Clerk of this Court at that time, and I file a copy of said statement marked "L. T. Cosby statement."

Cross-Examination

Ques 1. Please state if you know, or from the record in the above cause, for what the note sued on was given?

Ans. I dont know, I have not read the whole record; but from what I have read it was given for ~~slaves~~ a negro woman Amanda and her three children.

Ques 2. State briefly the defence set-up in said suit.

Ans. It appears from the Pleas that the slaves were physically defiant. And further this deponent sayeth not.

John M. Yeager

Gen Arthur C. Cummings another witness of lawful age being duly sworn de posses and says:

Question 1.

Please state whether or not you was employed as a lawyer to ~~defend~~ Prosecute a case that was tried in the Circuit Court of Washington County Va. That was finally styled A. H. Fulkerson admr of J. C. Baltzell decd against Geo. R. Barr admr of A. Davis' estate. If you answer yes please state anything you may know as to the fee agreed to be paid you & whether or not there was a note for it, and if so whether or not it was ever paid?

Ans. I was one of the counsel for the Plaintiff in the case which as I now remember, was determined, some twenty years ago. My fee as I now remember was $50.00, but my recollection

as to the amount, and whether or not a note was given, after this lapse of time, is not distinct, But my best recollection is, that the fee was $50.00 and that a note was given. Col James Hunnicutt, now deceased, was at one time counsel in said cause, but said cause was not finally tried and determined until after his death At the trial of said cause I asked Henry S. Preston Esqr to appear with me for the prosecution, which he did, and after the cause was determined, my best recollection is, that I told Mr. Preston that he could have the fee, I am however, not positive whether I told him he could have the fee or that he could as he was practicing in Lee County, collect it, and take his part out of it.

I have no recollection of Col Fulkerson or any one else ever paying anything to me ~~about~~ on my fee in the case I think I was one of the original counsel in the case which was brought by Warren M Hopkins Admr of Joseph C Baldwell

Deceased and that afterwards the Cause was revived in the Name of A H Fulkerson Admr Deceased now in whose name it was prosecuted to a conclusion, After said Cause was revived my recollection is, that some one spoke to me for Col Fulkerson asking me to continue in the case, It is probable that this request was brought to me by Jos T. Campbell

X Examined

Ques. 1. by Pltiffs. Did Mr Preston ever tell you whether or not he had ever collected the A H Fulkerson fee?

The foregoing question being hearsay is objected to.

Fulkerson & Pickerne

Ans. I have no recollection of any conversation with Mr Preston, since shortly after the determination of the case, until today when I understood him to say that he had no recollection of having been paid said fee or of ever receiving anything

oil it.

And further this deponent saith not.

Arthur C Cummings

Mrs. Mary H. Roberts another witness of lawful age being duly sworn deposes and says.

Ques 1. Please state, your name & residence,

Ans My name is Mary H Roberts, I reside near Abingdon Va

2 Was your maiden name Baltzell a sister of Jos. C. Baltzell deceased and the wife at one time of the late Warren M. Hopkins?

Ans. My maiden name was Mary H Baltzell I was a sister of Joseph C Baltzell dec^d and I was at one time the wife of Warren M Hopkins?

I now hand you two receipts one marked No 1, dated first day of Aug. 1873 purporting to signed by you please state if you signed these receipts

and also the one marked No 2 bearing date 22d Jan. 1872 - and whether or not the smaller receipt is not embraced in the larger one?

Ans. Both of them are my receipts, that is I signed both of them. The smaller one is included in the larger. The sum of eight hundred dollars was allowed me for services rendered by me in waiting on my brother Joseph C Baltzell deceased during his last illness. This was in pursuance of my brother Josephs will. The amount to be paid to me was fixed by Dr Edward Campbell, John S. Morgan and a Mr. Pitzer who was a near neighbor to my mother. This amount was paid to me by Col A. H. Falkenson without a word.

3 I now show you ~~two~~ an account for the services rendered by you spoken of by you above marked No 3 - Is that for the same as the receipts, If you answer yeas. please find all three receipts and act with your depos?

Ans. Said account is for my services, and was paid and is the same for which the receipts were given ~~of~~, to which I have referred in my answer above. Said receipts are marked 1 & 2. and said account no 3. and all are herewith filed as part of my deposition.

4 I now show you, two accounts marked 4 & 5, purporting to be made out by your late husband and in his favor, against, Col. A. H. Zulkerson, Please state where hand write these accounts are in if you know - and state all that you may know about them if anything?

Ans. These accounts are in the handwriting of my late husband Warren M. Hopkins. In reference to No. 4. I remember very distinctly of my husband getting and to sow on the farm. that is the land laid off. to, the heirs & to them under the will of Jos C Battelle. The account marked 5 shows for itself what is ~~for~~, both of said accounts are correct

and both of said accounts were paid by Col A.H. Fulkerson. My husband and myself had little means of our own just after the war and we had to require payment of these things.

The foregoing questions nos, 4 and 5 and answers thereto, and the accounts, Exhibits nos 4 & 5, are objected to. Because for the reasons and grounds stated in objection to M.L. Blackley's deposition, and here refered to and adopted to said questions. And, Because irrelevant, immaterial, and inadmissible.

Morrison & Lively attys, for Defts

5. Please state if you know, what school Jennie & Kate Fulkerson attended while boarding at your house as shown in acct nos 5?

Ans. Jackson, Institute here in Abingdon.

6 Do you know, if so please state who was the President of that school at that time?

Ans. Prof Davidson as well as I now remember. Or it may have been Mr. Stuart.

Cross Examined

How long was your brother sick after you went there to nurse him & did you nurse him all that time?

Ans. He was sick about three months after I went there. I waited on him all the time. There was no one else to do it.

Were you then a professional nurse?

Ans. I was not. I was taught by my mother to be kind to sick. This is all the training I had. I heard he was sick, and told my husband I would go and wait on him. When I got there I told him I had come to wait on him. This seemed to please him greatly I remained with him all the time till his death.

What disease did he labor under?

Ans. Consumption.

When you nursed your brothers when he was, was your

Brother sitting up?

Ans. He was, when I got there sitting up. When I told him I had come to wait on him, he appeared much pleased, said to me to give him some medicine and he would go to bed.

I believe I understood that you went to wait on him without his requesting it with no expectation of being paid for it. ~~and~~

Ans I went without his request and with no expectation of being paid for my services? And I expected nothing until after his death and his will was read.

When did the three gentlemen you speak of make the allowance for nursing your Brother?

Ans. I think at the first Court, after the will was probated. They asked me who, should be selected to determine how much should be paid me. I told them to get persons.

acquainted with what I had done, and Dr Campbell my brother's physician. John G Kreigu, his friend who did all my brothers writing for him and Mr Pitzer were selected. I knew nothing more about it until the certificate, allowing me $800.00 was handed to me.

Did you select those gentlemen to settle it?

Ans. Mr. Hopkins and myself selected them together.

When did your brother die?

Ans In the summer of 1866. I think.

Did Mr Hopkins turn over to Col W. H. Fulkerson all of the estate of your brother that he had?

Ans. I cant tell you a thing about that, I know that Col Fulkerson came to our house and staid several days. he and Mr Hopkins were examining the books giving and taking receipts. They were both very particular, seemingly, and if my husband ever retained any part

of my brothers estate I know nothing of it. I am very certain in my own mind that he did not but cannot express positive of anything unless I know it.

Did you ever hear your husband say had much money Kreger paid him as admr of your brother Jas

Ans No Sir, and I have no idea about it.

Was Col Fulkerson able to feed & clothe & pay for the tuition of his two daughters?

Ans. He was, abundantly

Was there any person selected to fix the amount that should be paid for the board & con of Col Fulkerson's children?

Ans No Sir. After the death of Col Fulkersons mother I sent to him for the children he sent them to me and stated to me that he did not want to impose on me, and when

ever I wanted anything to send to him for it

Have you the certificate you say wassent to you by the gentlemen who fixed your pay for nursing your brother?

Ans I have it somewhere among some of my things but don't know exactly where it is.

Will you hunt it up & file it with the court as a part of your evidence

Ans I will hunt it up, and if I can find it I will gladly file it. And if I do not find it in time to file with my deposition I will send it by mail to the Commissioner at Jonesville.

In regard to accounts filed with your deposition pay & fire, did you see the payment of those accounts by Col Hutchinson

Ans. I can't say that I saw them paid.

But I know that Mr Fulkerson paid him money, and I know that my husband was paid these matters.

Did you ever hear your husband say that he had been paid by Col Fulkerson either of these accounts Jacob & Jive;

Ans. I do not remember that I ever heard him say anything about it. I know my husband was paid these items.

I do not know whether they were paid by Col Fulkerson or whether he retained the money out of funds in his hands as Administrator of my brother.

When did you finish these accounts?

Ans I have not seen them until to day since Mr Hopkins & Col Fulkerson drew them off. I know Col Fulkerson took copies from Mr Hopkins, books.

Did Col Fulkerson send to your husband the gop send?

Ans. No sir, My husband bought the suits here, I think from Hutts.

Have you any papers receipts in your possession executed by Col Fulkerson to your husband?

Ans No sir. Everything was put on the horses. after Mr. Hopkins died, his horses were turned over to Jas H Barr who was appointed his Admr. I have not seen them since.

Re examined in chief.

1 Please state if you know which died first, your father David Battzell or Mrs Henrietta Fulkerson?

Ans. My father died first, She died some two or three weeks after my father.

Question by the Court. Do you know, how much accord land was on each of the shares. finally got by the heirs of your sister Henrietta. I mean the share laid off to them in right of their mother, the share laid off to them as devisees under Jno C Battzell's will and the share

laid off to James P Battyll?

Ans. I do not know anything about that.

And further this witness saith not.

M. H. Roberts,

Henry S. Preston another witness of lawful age being duly sworn deposes and says.

Ques 1 Please state whether or not you are acquainted with the hand write of the late, S. D. Stewart former President of Stonewall Jackson Institute, of Abingdon Virginia?

Ans I am acquainted with the hand writing of the late S. D. Stewart former President of Jackson Institute of Abingdon Virginia.

2 I now show you two papers, marked respectively 6 & 7. one purporting to be a receipt for $40.00 signed by S. D. Stewart dated Jan. 22. 1872, the other purporting to an account receipted by said

S. D. Stewart. Please state whether or not these two signatures are that of the late S. D. Stewart?

Ans I have examined said two papers and I think the whole of them are in the handwriting of Mr. S. D. Stuart. Mr. Stuart was president of said Institute at the time they bear date and I file them as part of my deposition marked 6. & 7.

The foregoing questions, answers and exhibits are objected to for reasons ~~stated in objections~~ to Blackley's deposition, & because said exhibits do not show in what capacity A. H. Buckner paid said tuition, and for whom.

Morrison & Newell
Attys for Defts.

~~And further~~ this deponent saith not

N. S. Preston

The Defendants then offered three tax tickets one for the year 1870 for $8.60 another for the year 1871 for $6.45 another for tax in

Kindershook District for ~~Tax~~ 1871. $2.15.
These Tax tickets are offered in connection with Exhibit No 4 filed with the Deposition of Mrs Mary H. Roberts and in support thereof said tickets are marked. 8 9. & 10.

The filing of said tickets are objected to by the complainants, because immaterial and irrelevant and illegal

C. T. Duncan Coroner

No other witness appearing, adjourned to meet in Bristol Va at the Hamilton house on Tomorrow Morning, Feby 12th at 9. o'clock A M. This Feby 11th 1897

C. T. Duncan Coroner

Hamilton House
Bristol Va. Feby 12th 1897

Met pursuant to adjournment at the Hamilton House in Bristol Va on the 12th day of February 1897.
Present the same parties as on yesterday.

C. T. Duncan Coroner

N. M. Dittor another witness of lawful age being duly sworn deposes & says.

Question. 1.

Please state if you know which of the lots, of the Baltzell land viz: the lot assigned the children of Henrietta Fulkerson deceased as their mothers share - the share assigned as the Jos. C. Baltzell lot - and the lot of Jas P. Baltzell, has the most cleared on it - and the rents of each lot in value.[2]

Ans. The lot assigned to the children in right of their mother has the most cleared land on it. I think the rental value of that lot would be equal to the rental value of both the other lots mentioned

2 Please state if you know, what condition the James P. Baltzell lot was in, in the year 1875. and if the same has had improvements put upon it since then state what they are?

Ans. My impression is that there was very little cleared land on it in 1875; I think there was then on it one little poor field called the "Jim" field. that is all I now remember on it. I do not think there ~~has~~ ~~was~~ much improvement put on it up to the time Goodson purchased said land.

Q 3 Do you know Mary H. Roberts formerly the wife of Warren M. Hopkins; if you answer yes please state whether she is a sister or a half sister of the late Jas. C. Baltzell?

Ans I know her. She is a half sister to the late Joseph C Baltzell.

Cross-Examination.

Ques 1. State whether or not you have once before this been examined as a witness in this case, and on the matters you have just been examined on?

Ans. I have been once before examined as a witness in this case, but not on the most

ters which I am now being examined on, that is as to the difference in rental value of each of said shares.

Ques 2. ~~Are you acquainted with Wm. M. Goodson, and if so, state whether or not he lived on the said Baltzell or the three shares above mentioned?~~

Ans ~~I am acquainted with M. D. Goodson, he never lived on the Baltzell land or the 3 shares mentioned, but his son lived on the shares land off to the rais in right of their mother, that is since Good son bought the land They put up a house and he lived on it. His name was John Goodson.~~

And further this deponent saith not

N. Day .50. N. M. Detter

paid by I. S. Anderson.

No other witness appearing, adjourned to meet in my Office in Jonesville on Friday Morning Feby 12th 1897. This the 12th day of Feby 1897

C. T. Duncan Comr

Jonesville Va. February the 19th 1897.

Met pursuant to adjournment at the Office of C.T.Duncan in th the town of Jonesville Va. on Friday the 19th day of February 1897, present, H.S.K.Morison & B.H.Sewell Attys for Plffs. and A.L.Pridemore attorney for Defendants,the Executors.

H.J.Morgan a witness of lawful age being duly sworn deposes and says:-

Ques. I. Please state your age,residence and occupation?

Ans. I am 70 years of age,I reside at Jonesville Va. I am engaged in the banking business.

Ques.2.Please state whether or not you were acquainted with the late A.H.Fulkerson,in his lifetime,if so state how long a and your oppertunities for knowing him?

Ans. I was acquainted with said Fulkerson during his lifetime and I knew him for the last fifty years,and have known him intimately for the last forty six years.

Ques.3. Please state whether or not you were acquainted with the people in his neighborhood,among whom he lived and with whom he dealt?

Ans. I think I am prety well acquainted with the people in Co Col. Fulkersons neighborhood,with whom he lived,dealt and associated.

Ques.4. Please state what Col Fulkerson's Character,as a man of truth and honor,was among the people with whom he was acquainted?

The foregoing question and any answer thereto,are objected to because the same is irrelevant and immaterial.

Morison and Sewell for Plffs.

Ans. So far as I know or ever heard he was regarded as a man of truth and honor.

Ques.5. Please state whether or not,he was a man of property and had considerable dealings with the people among whom he lived?

Ans. I always regarded him as a man owning considerable property,and

I think he was so regarded by the people of his neighborhood and I also think he had a considerable amount of dealings with his neighbors.

Ques.6. Please state whether or not, during the said Fulkerson's lifetime, you know of any transaction of his, in which he was accused of fraud or misrepresentation?

The foregoing question and any answer thereto are objected to because irrelevant, immaterial and improper.

Moison & Sewell for Plffs.

Ans. I know of no transaction, personally, nor do I remember of hearing any other person or persons, accusing him of fraud or misrepres entation.

--- Cross-Examined.--

Ques.1. Did you know the number of his children?

Ans. I know the number of his living children, and I knew his son John who is now dead as I am informed. His living children are seven in number.

Ques.2. During the time that you knew him, was he able to furnish the necessary food, clothing and education for his children, suited to their station in life?

Ans. From the time I knew him down to the last ten or fifteen ye years, I regarded him as a man of means and fully able to provide his children with food, clothing and to educate them, but for the last ten or fifteen years, he has been a little more cramped, in the way of means, than formerly, but I think at the same time he was able to feed, clothe and educate his children. At least that was my opinion of his condition.

Ques. 4. From the close of the war, on, was he not a frequent borrower of money, and in considerable sums?

Ans. From the close of the war down to 1875 or 1878. I do not know of his borrowing any money, but he may have done so, so far as I know, but after that time and down to within a short time before his death, he was a frequent borrower of money, and in consid

erable sums for this country

And further thid deponent saith not.

Henry J Morgan

A.B.Munsey another witness of lawful age being duly sworn deposes and says:-

Ques.1. Please state your age residence and occupation?

Ans. I am fifty years old,reside at Jonesville Va, I am clerk of the Circuit Court of Lee County Va. I have also been sheriff of said county.

Ques.2. Please state whether or not you were acquainted with the late A.H.Fulkerson, in his lifetime,if so, state how long you were acquainted with him,and your oppertunities for knowing him?

Ans. I was acquainted with A.H.Fulkerson,I have known him well for thirty years,I lived 8 or 9 miles from him,I was in his neighborhood frequently and met him frequently.

Ques.3. Please state whether or not you were acquainted with the people of his neighborhood,with whom he lived and among whom he dealt?

Ans. I am acquainted with the most of the people of that neighborhood.

Ques.4. Please state what Col. Fulkerson's character was,as a man of truth and honor among his acquaintences?

Objected to for the same reasons given in the objection to the same question propounded to Judge Morgan.

Morison & Sewell for Plffs.

Ans. So far as I ever knew or heard his character was good.

Ques. Please state whether or not,you ever heard him accused of fraud or mis representations in any of his dealings?

Objected to because irrelevant immaterial and improper.

Morison & Sewell for Plffs.

Ans. I never did .

And further this deponent saith not

A.B. Munsey

1 Day 50. Paid
by John R Gibson Executor.

No other witness appearing, and both sides agreeing that it will be impossible to get this case ready for hearing for the next term of Court, by agreement an adjournment is now taken to some time after the March term of the Circuit Court of Lee County, which time is to be determined by the Commissioner, and of the time of his next sitting, said commissioner will give to the ~~KSH~~ counsel on both sides reasonable notice of the time fixed by him. This the 19th day of February 1897.

C.T. Duncan Commissione

Met in my Office in Jonesville Virginia, on Tuesday the 30th day of March 1897. This time and place was fixed by agreement between myself, as Commissioner, and the Counsel of Complainants and defendants and the Guardian ad litem for the infants.

This 30th day of March 1897.

C.T. Duncan Commissioner

Present: H.S.K.Morison & B.H.Sewell Attorneys for Complainants

A.L.Pridemore for defendants, the Executors, and by request of the Hon.P.G.Fulkerson guardian ad litem for the infants and Attorney for Mrs.Ida I.Fulkerson, Gen.Pridemore represented him.

H.J.Morgan, another witness of lawful age being duly sworn deposes and says:

Ques.1. Please state if you are acquainted with the hand-writing of John T.Ranson?

Ans. From about October 1850, up to about 1855 or 1856, I was very well acquainted with the handwriting of John T.Ranson, since that time I have not seen his handwriting to know that it was his.

Ques. 2. I now show you a paper dated St Joseph, July 3rd 1875, addressed to A.H.Fulkerson, purporting to be signed by John T. Ranson, please state if that is in the hand-writing of John T.R Ranson?

Ans. I have looked over said paper and while I cannot say positively that it is his hand-writing

that it is in his hand-writing, yet I verible believe that the said paper is in the proper hand-writing of the said John T. Ranson. And said paper is herewith filed as a part of my deposition marked (1).

Ques. 3. I now show you another paper dated St. Joseph Feb. 4th 18~~9~~76 addressed to Col. A.H. Fulkerson and purporting to be signed by John T. Ranson, please state whether or not it is in the hand-writing of the said John T. Ranson.

Ans. I make the same answer to this question as the one just above and I file said last named paper as a part of my deposition marked Ex. (2)

Ques. 3. I ask you the same question with reference to another paper dated at St. Joseph on the 26th day of April 1875?

Ans. I answer this question just the same as I have above answered. and files this same as E.3 with my deposition

Ques. 5. I hand you what purports to be a receipt of the Southern Express Company, one for a package said to contain $50.00, another for the sum of $100.00 and another for the sum of ~~$225000ZZZ~~ $225.00 and ask you to file them with your deposition.

Ans. I file said receipts as requested marked Exhibits, (4) (5) & (6)

Ques. 6. Please state if you are acquainted with the handwriting of of John B. Fulkerson deceased, if you answer that you are, sate your means of knowledge of said handwriting.

Ans. I am partially acquainted with his hand-writing, the said J.B. Fulkerson practiced law here in Jonesville for two or three years and while he was here, and so engaged I saw him write frequently and saw his hand-writing frequently. And while I cannot say that I am well acquainted with it, yet I have some recolection of his hand-writing.

Ques. 7. I now hand you what purports to be a letter from the said J.B. Fulkerson to his father, dated at Santa Ana, Cal. June 30th 1886, and ask you to examine the same and say whether or not it is in the hand-writing of the said J.B. Fulkerson?

Ans. I have examined said letter and from my recolection of his hand writing, I am of opinion that said letter is in the

is in the proper hand-writing of the said J.B.Fulkerson.

Ans. And I file said letter with my deposition as a part thereof marked Ex. (8).

Q The complainants by their counsel except to the forgoing letters and receipts file with the deposition of H.J.Morgan, for the reasons stated at length in an exception heretofore made to the deposition of M.L.Blackley. The papers filed as express receipts are excepted to because not sufficiently proven. The letter of J.B.Fulkerson is excepted to because not sufficiently proven and because irrelevant and immaterial.

Morison & Sewell Attys for Plffs.

Ques. 8. I now hand you what purports to be a letter and receipt to Col.A.H.Fulkerson signed by John A.Buchanan, please examinine the same and say if you know in whose handwriting they are and file them as part of your deposition?

Ans. I have examined said letter and receipts and I believe them to be in the proper handwriting, that is the body of said receipts and letter, The endorsement on the back of said letter is not in in his handwriting. This endorsement or rather letter on the back of said letter I believe to be in the handwriting of Col. Abe Fulkerson. I file the same in one package marked Ex. (9)

-- Cross- Examined

Ques. 1. The receipts filed with your deposition purporting to be executed by the agents of the Southern express Company, three in number, to A.H.Fulkerson, please state if you know the handwriting of either of the persons who signed them?

Ans. I do not know the handwriting of either of the parties whose names are signed to said receipts.

And further this deponent saith not.

Henry J. Morgan

The defendants then filed 10 receipts purporting to be signed by Sallie K.Carr and Jennie H.Baylor, WXLK proof of the signature of said parties is dispensed with, or in other words, it is admitted that said receipts are signed by the genuine signatures of said parties. All other matters in respect to said receipts as evidence are saved by the Plffs.

said receipts are marked from A1 to A10 inclusive.

The defendants also filled 6 receipts of Officers of washington county. And the ~~DEFENDANTS~~ waived the rightbt to have the signatures to said receipts proved, but reserved all other right in regard to them as evidence. Said receipts are marke B 1 to B 6. inclusive.

C. T. Duncan
Commissioner

No other witness appearing the further taking of evidence in th this case was adjourned till the 21st day of April 1897, at my office in Jonesville. This 30th day of March 1897.

C. T. Duncan, Commissioner.

J. S. Anderson 76

vs } Defs.

Jennie H Baxter 76

Extract Copy from Decree.

Virginia,

At a Circuit Court continued and held for Lee County, at the Courthouse thereof on Saturday the 6th day of June 1896.

Jennie H.Baylor & Sallie K.Carr,

vs. In Chancery.

Isaac S.Anderson & John R.Gibson,Exors.&c.,etc als.

* * * * * * * * * * And it further appearing to the court proper, it is adjudged, ordered and decreed that C.T.Duncan be, and he is hereby appointed a special commissioner for the purpose of taking an account in this couse, of the sums and propertyreceived by A.H.Fulkerson, or which should have been received by him by the use of ordinary diligence, either as guardian of the plaintiffs or as administrator de bonis non with the will annexed of Joseph C.Baltzell,deceased, and the value thereof as well as the value of all notes, bonds &c.to which the plaintiffs are entitled, and the dates thereof, and the disbursements made and the dates thereof. In stating said accounts, said commissioner will be governed by the rules of law which ordinarily control the statements thereof. The commissioner will file with his report the evidence upon which he bases it reduced to writing, and may consider any depositions taken in this cause upon the issues made. Said commissioner before proceeding to execute this decree will give the parties or their counsel at least 15 days notice of his sitting, as well as notice the said guardian ad litem. * * * * * * *.

Commissioner's Notice.

To Jennie H.Baylor, Sallie K.Carr, Isaac S.Anderson & John R. Gibson, Executors of the Last Will and Testament of A.H.Fulkerson, deceased, Ida H.Fulkerson, Widow of said A.H.Fulkerson, deceased, Mary H.Fulkerson, Margaret A.Fulkerson and Martha L.Fulkerson, Infant Heirs at Law of said A.H.Fulkerson, deceased, and P.G.Fulkerson, Guardian ad litem for said Infants:

You and all other parties interested in the decree from which the foregoing is an extract copy will please take notice that on the 14th day of ~~August~~ September 1896, at ~~the~~ my Office in Jonesville Va ~~of the County Court Clerk of Washington County, Virginia, at Abingdon~~, I will proceed to execute the same, when and where you are required to be present with any and all evidence you may have to offer which will aid me in the execution of said decree. My sittings will be adjourned from time to time, and from place to place until said decree shall be fully executed. This July 27th 1896.

C. T. Duncan

Special Commissioner.

We accept legal service of this notice this 29th day of July 1896.

D. G. Fulkerson

Guardian ad litem for Mary H. Morgan et and Martha L. Fulkerson.

Anderson & Gibson Attys.

Commissioner's Office, Jonesville Virginia Sept.14 1896

Jennie H.Baylor and Sallie K.Carr

Vs.

Isaac S.Anderson and John R.Gibson Executors &c.etals.

Pursuant to notice hereto attached,the foregoing proceedings were had at my Office in Jonesville Va. on Monday the 14th day of Septembe ber 1896,

PRESENT: B.H.Sewell of Counsel for Complainants.

D.C.Sewell of Counsel for Defendants.

No witness appearing,on motion of the Complainants by their Counsel further proceedings in the cause,are adjourned to the Office of the Clerk of the Circuit Court of Washington County,in Abingdon,on Wednesday the 16th day of September 1896.

C. T. Duncan
Commissioner

Met pursuant to adjournment at the Office of the Clerk of the Circuit Court of Washington County Virginia, in Abingdon Virginia on Wednesday the 16th day of September 1896. at 9 O'clock A.M.

Present. H. S. K. Morison and B.H. Sewell attorneys for the complainants and A. L. Pridemore Attorney for I. S. Anderson & John R. Gibson. Executors of A. H. Fulkerson & W.G. Fulkerson Counsel for Mrs. Sallie H. Fulkerson & G. A. L. for infants deceased, part of the Defendants,

This Sept. 16th 1896.

C. T. Duncan
Commissioner

1

James H. Carter. a witness of lawful age being duly sworn deposes and says.

Ques 1. State your age, occupation and residence.

Ans I am 45 years old, a farmer and residence near Wallace switch Washington County Va

Ques 2. State whether or not you are acquainted with the farm of David Baltzell deceased, known as his home place, in Washington County Virginia, and if so, how long have you known it, and how far have you lived from it, and do you live from it.

Ans I am acquainted with said farm have known it since I have been old enough to remember anything my father owned said farm from Mr Baltzell in his life time, I lived on said farm some years and I now live on an adjoining farm.

Ques 3. State whether or not you are ~~you are~~ acquainted with the three shares in said farm that were assigned to Joseph C. Baltzell James P. Baltzell, and Henrietta Fitzherson formerly Baltzell,

in the partition between the heirs of David Baltzell deceased, and if so, state whether or not these three shares adjoin each other,

Ans I am acquainted with the shares laid off to the three parties named in the question. Said shares adjoin each other.

Ques 4. What would be a fair cash rent per year for said three shares of land from 1866 to 1883 - inclusive?

Ans I think fifty dollars per year would have been a fair rental value of said three shares of land for the years named.

X Examined.

Ques. 1 Do you know who occupied these lands for each of these years?

Ans. My father cultivated them for a while and then I cultivated them. I think my father & myself cultivated them for the years named. There was 3 years of those years that the land was in grass and not otherwise cultivated

2 Did you or your father pay a money rent, or a share in the crops?

Ans We paid a share in the crop.

3 State as near as you can the number of bushels of Corn, wheat oats & other grain that you raised on each one of these shares?

Ans. One of said shares had no cleared land on it, one had about 10 acres of cleared land, the other share had about 30 acres of cleared land on it. We raised nothing on the uncleared share, ~~On~~ the 10 acre share we raised ~~when all in wheat it produced~~ when all in wheat some years as high as 60 bushels. another year I received it only made 21 bushels. This field brought very good corn and I think 15 bushels to the acre a fair yearly average for it. The thirty acre on the other share was not quite as good and would hardly average up with the 10 acre field.

4 What share in the crop did you pay as rent?

Ans We paid one third.

5 What was the average price of Corn wheat & oats in that neighborhood for the years you have mentioned?

Ans. Corn at the crop. was worth about 35 cents. and would be higher in the Spring ranging from 40 to 50 cents per bushel. Wheat was worth 75 to 80 cents per bushel,

6 From where did you rent this land and to where did you pay the rent?

Ans We rented it the largest part of the time from Warren M Hopkins and he received the rent for those years For two years we rented from Leal A H Fulkerson, and at the direction of Leal Fulkerson I paid the rent for those years to Mr Battles. I paid the taxes for those two years, and turned over the receipts. as part of the rents.

7 For these two years, how much money did you pay Mr Battles after taking out Charges & Taxes give cent's as near as you can?

Ans. There was a good deal of repairing to be done for those two years and after deducting that and the taxes I paid to Mr Battles as well as I can now remember, the sum of $62.00 for said two years. The repairs amounted

to about $22.00 I do not remember the amount of taxes, but my best impression is about the sum of $13.00 I also at the division of Mr Bottles let some Bristol party have 20 bushels of corn.

8 Would these two years be about an average, in rental yield for the years you have named?

Ans I think they were above the average.

9 In this calculation if I understand you paid Butler $2, paid repairs $22, paid Taxes $13.00 and 20 bus of Corn say at 40c. would be $8.00 in all $105 for the two years, which were over average years is that correct?

Ans That is correct.

9 Now if this is correct, here do you, make out say in your examination in Chief that these three shares were worth $100 cash annually, when these over average years only yielded $52.50 c.?

Ans You misunderstood me I did not say $100.00 nor I said $50.00

10 Q In what year did Mrs. Buttzell, the mother of Mrs Henrietta Fulkerson die?

Ans. I do not know. she died in Kentucky

11 Did she have any dower interest upon these three shares?

Ans No sir.

12 Do you know, what ~~year~~ was the first year that Col. A. H. Fulkerson first began to receive these rents?

Ans I do not.

And further this deponent saith not.

James H. his x mark Carter

Witness claims 1 day 58 cents. paid by Plaintiff.

N. M. Dittor. another witness of lawful age being duly sworn. deposes and says.

Ques 1, State your age. occupation & residence,

Ans I am 63 years old, a farmer and resider near ~~Wallace's~~ Washington County Va

Ques. 2 State whether or not you are acquainted with the farm of David Baltzell deceased. known as

his "home place", in Washington County Virginia, and if so, how long have you known it, and where have you lived with reference to it since you have known it?

Ans I am acquainted with said farm have known it for 30 years. I have lived near to or adjoining it since 1872.

Ques 3. State whether or not you are acquainted with the three shares that were assigned to James A. Baltzell, Joseph C. Baltzell, and Henrietta Fulkerson, formerly Baltzell, in the partition of said farm among the heirs of David Baltzell deceased?

Ans I am.

Ques 4. What would be a fair cash rent for said three shares of land per year from the year 1866 to the year 1883 inclusive?

Ans I think $40 to $50.00 would be the fair yearly rental value ~~per year~~ for said land for the years named

4 Do you know about what amount it would reasonably require

each year, to keep up the repairs and pay the taxes upon these three shares?

Ans. I suppose the taxes would be about $4.00 per and the repairs would now cost about $8.00 per year

Ans. Re-ex—

Ques 1. Please state when it was, if at any time, corn was worth $1.00 per bushel in the neighborhood of this land.

Ans I think it was the year 1892

And further this deponent saith not,

Witness 1 day. 66. cents. N. McD McD

paid by Plaintiffs.

John M Kreger another witness being duly sworn deposes & says.

Ques 1. State your age, occupation and residence.

Ans. Age 31, Occupation Clerk of the Circuit Court of Washington County Va residence Abingdon Va

Ques 2 State whether or not the book which I hand you is a memorandum book kept by your father John G. Kreger deceased.

Ans. It was the book kept by him.

Ques 3. Are you acquainted with the handwriting of your father John G. Kreger deceased?

Ans. I am.

Ques 4 State whether or not the memoranda in this book relative to the estate of Joseph C. Baltzell deceased and his dealings therewith as executor of said estate, is in the handwriting of your father John G. Kreger ~~deceased~~?

Ans. It is in his handwriting.

Ques 5. Please file a copy of said memoranda as part of your deposition marked "1", and exhibit said book and copy to the Commissioner ~~in the~~ Commissioner in this cause as evidence.

Ans. I have exhibited the Book referred to and will file the copy as exhibit No 1 to my deposition.

Ques 6 State whether or not you could without prejudice to your fathers estate file said memorandum book as evidence in this cause?

Ans. I could not file the book without prejudice to his estate.

Ques 7. State your knowledge of and opportunities for knowing the handwriting of

your father John G. Kreger deceased. Have you been him write?

Ans. I have seen him write often I was Deputy Clerk of the Circuit Court under him, from May 1888 until March 28th 1893 and saw him write nearly every day during that period

Ques 8. State when your father John G. Kreger died?

Ans. On the 28th day of March 1893.

Ques 9. As clerk of the Circuit Court for Washington County Virginia, if you have any knowledge of any suits conducted, by the Executor or administrators of Joseph C. Baltzell deceased, for the benefit of said estate. in ~~said~~ to said Circuit Court, please file certified copies of the records of said suits, with your deposition, and mark them with figures beginning with 2.

The questions and answers in relation to the book kept by John G. Kreger, showing what he did as executor, or what he

turned over to Warren M. Hopkins, is excepted to, the accounts & settlements of neither of these parties are embraced in the decree under which the ~~decree~~ Comr is acting and is therefore immaterial, and is not proper evidence against the executors of A. H. Fulkerson and the cost thereof should be borne by the pltffs.

2 The last question and answer thereto are objected to. The Copies attested are proper evidence of themselves if at all pertinent, and the time and cost of bringing the Comr here to take depositions, to file merely might be borne by the pltffs since Copies could be made & filed in a much cheaper way.

A. L. Prideaux
of Counsel for the pltffs.

Ans. 9 There were some suits pending in the Circuit Court of Washington County Va in which the estate of Jos. C. Baltzell was entitled I find the case of Warren M. Hopkins

and others vs John S. Kindrick & others and I file a copy of said case Marked No 2, A case of A. H. Fulkerson Admr vs Julia B. Baltzell & others a copy of which I file marked No 3. and a judgment at law of D.C. Cummings surviving partner of Lynch Cummings & Co. for W. M. Hopkins Admr. against Thomas K. Tuggs Admr. a copy of which I file marked No 4.

Ques. 10th, State whether or not you have any knowledge of the records of your office of any petition proceeding to divide the real estate of David Baltzell dec'd, among his heirs, if so file certified copies of same with your deposition.

Ans. I do not know of any such suit I have not made search for it but will do so and if found will file copies of same as requested.

Ques 11 At this point complainants asked and insisted on an adjournment till morning, in order to allow the witness who is under of the court to search

for additional records. to those already filed. and an adjournment taken at 4.30 O'clock. till 8 O'clock tomorrow morning This Sept 16th 1896

C. T. Duncan
Commr.

Office of Clerk of Circuit Court Washington County Virginia. Thursday Sept. 17th 1896.
Met pursuant to adjournment with same parties present as on Yesterday.

C. T. Duncan. Comr.

The witness John M. Kreger being again placed on the stand further deposed as follows. and in further answer to question 10th witness states

Ans I have made further examination of the records of my office and I find no record of suit for partition of the lands of David C Baltzell ~~[illegible]~~

Ques 11 Please file with your deposition certified copies of all judgements in your office in favor of the Executor or administrators of Joseph C. Baltzell dec'd, or for the benefit of the estate of said Baltzell, or in favor of A. H. Fulkerson guardian for Jennie H. Taylor nee Fulkerson, Sallie H. Carr. nee Fulkerson, and John B. Fulkerson.

Ans. I will make search for judgments as requested and file such as I find.

130 wit.

Cross examined.

1 Were you acquainted, with the financial condition of Jas. T. Campbell over about 1871 say Nov. of that year?

Ans. No sir.

2 Are you acquainted with the financial condition of the people against whom the judgments appear in your ~~favor~~, office in favor of Jos. C. Battell or his personal representatives?

Ans. No sir I can't say that I am.

3 Is there any evidence in your office showing the payment of any of these judgments and and to whom paid? If you answer yes, state all about them & file copies of such entries with your depos.

Ans. I now file copy of the Judgment of D. C. Cummings, Survivor &c for Norman M Hopkins Admr of Jos. C Battell. vs T. K. Trigg Admr of

Mary T. Trigg deceased together with such endorsements as appear thereon. I have made no search for the other judgments but will if I find any such judgments ~~I will~~ file with them all endorsements on the same or on executions that may have been issued on the same.

4 Is there any record, memorandum, or other evidence showing that Jas T. Campbell was the atty for A. H. Rucker-son, or the personal representative of Jos. C. Battyll? In your office?

Ans. I do not find the memorandum book for the period from Jany 1st 1871. to October of that year, which embraces the period in which the writ is sued and judgment was confessed by the Sheriff of Mary T. Trigg in favor of D. C. Cummings for the benefit of Jos C Battyll. The credit on the judgt showing the payment to Jas. C Campbell is all the connections shown by the record which said Campbell had with the same. This credit is the handwriting of L. T. Cosby then Clerk of the Circuit Court of

This County.

I have since found the memorandum it is signed by Himes and is in the handwriting of L. J. Cooley and is in the words and figures following to wit

"January 5th 1871. 3rd.

D. C. Cummings surv. Part. of the late firm of Lynch Cummings & Co

vs

Thomas H Trigg Admr of Mary T. Trigg dec'd summons debt, $1512.00 Damages $1512.00.

Judg. confessed. Himes."

~~And further~~

5. Have you or not in your possession, a letter or copy of a letter addressed to your father the late John G. Creggar, and late Clerk of the Circuit Court of Washington County, signed by C. E. Baylor one of the pltffs or rather husband of one of the pltffs: If you answer yes, please file a copy of the same with your deposn?

Ans I have no copy of letter, or letter from Mr Baylor to my father. Though I have copy of letter from my father to Mr Baylor

6 Can you produce a copy of that letter, as it appears on your book & state where had write the copy is in?

This question and the filing of said copy of said letter are objected to, Because they are immaterial and irrelevant, and Because it is a copy and witness does not state he has compared same with original, and because such copy would be hearsay —

Morrison & Swoveatt for Deft

Ans. I have a book in which my father kept copies of some of the letters he wrote and I will file a copy of the letter to Mr. E. R. Baylor Marked "Baylor Copy".

7 Have you ever seen the original of this Copy, if so when & who had it?

Ans. Mr. Baylor showed me the letter or a copy of the letter I dont remember which this was some time during the last year.

This question & answer are objected, Because irrelevant & immaterial, Letters to Mr. Baylor Cannot affect the rights of the Deft — He not shown to be the original. Morrison & Swoveatt

And further this Deponent
Saith Not

John M Kreger

Thomas K. Frigg another witness being duly sworn deposes and says.

Ques. 1. State whether or not you are or were the administrator of Mrs Mary J. Frigg deceased?

Ans. I am and was the Admr of Mary J. Frigg deceased

Ques. 2. State whether or not you were such administrator at the time of the suit and proceedings contained in the Exhibit - No 4, with John M. Kreger's deposition, Please examine said Exhibit, & then answer,

Ans I was. Admr at that time.

Ques 3. State the payments you made on the judgment or decree in said Exhibit, and file copies of receipts for same.

Ans. I paid on the 24th day of February 1868. to D.C. Cummings surviving partner of the firm of Lynch Cummings & Co the sum of $100.00 for this payment I have no receipt in my possession at this time or if I have I do not know it, On the 28th day of November 1871. I gave an

order on
Stuart & Palmer for $1800. to be paid by them on said debt which was then a Judgement I gave this order to Jos T. Campbell. I file an exact copy of this order as part of my deposition marked "T.R.T. Order" on the back of this order is the receipt of Joseph T. Campbell atty for said sum of $1800.00 After this time I made some payments to Jos. T. Campbell ~~and Jonathan Hanna~~ on said Judgements I have no receipts for these payments nor are they credited on said Judgement. I do not know the exact payments thus made but I feel safe in saying they amounted to $150.00 or more. all these payments were made by me as Agent of Mary T. Eing. deed and were intended to be applied to the payment of the debt due to the late firm of Lynch Cummings & Co on which I confessed Judgement. That is the $100.00 paid to Mr Cummings. and the $1800.00 paid on or by the order was paid directly on said debt and Judgement. the other sums were paid by me to Mr Campbell in store account. of his own ~~an order for~~ store account. and

order to pay about $50.00 of taxes for Mr Simms. and I also paid to some gentleman $10.00 which Mr Campbell had borrowed from him. There may have been other amounts to make up said sum.

Ques 4. State whether or not at the time you made said payments to Mr Joseph T. Campbell, you understood that he was ~~[illegible]~~ the attorney for Mr A. H. Fulkerson, administrator de bonis non with the will annexed of Joseph C. Baltzell deceased?

This question is objected to unless it may be understood from A. H. Fulkersons act or words. Mr Campbell could not bind him without his consent?

Fulkerson & Pridemore

Ans I did understand him to be counsel for Mr Fulkerson, but I do not know from what source I got said understanding. I would not have paid him the money but for the understanding that I had that he was attorney for Mr Fulkerson.

Ques 5, State whether or not you ever had any conversation with Mr A. H. Fullerson in regard to said debt, or the payment of same,

Ans My recollection is that I either had a letter from him or a conversation with him about said debt, but I do not remember whether this was before or after I confessed the judgment,

Ques 5, State whether or not Mr Joseph J. Campbell and Mr James W. Hunnes were law partners, at the time of these payments, and when the suit was brought to collect said debt,

Ans. My recollection is that they were partners at the time said judgment was confessed but that they had ceased to be partners at the time the payments were made. I may be mistaken as to their being partners at the time said suit was brought

Ques 6. State whether or not at the time of the existence of said debt, the Estate of Mrs Mary J. Trigg was solvent, and that said entire debt could have been collected by the use of ordinary diligence.

Ans To the best of my judgment and estate was solvent, and I think all of said judgment could have been collected in fact I consider that all of said debt was paid in the way I have stated, or nearly all of it.

Cross Examination

Question

You state in your examination in chief that you paid the money to Campbell as attorney for Fulkerson May you get the information that Campbell was Fulkerson's attorney from Fulkerson or from Campbell.

Ans I can't remember, as before stated how or from whom I got said understanding, I know I understood him to be Fulkerson's attorney or I would not have made payment to him.

And further this deponent saith not

Witness 1 day .50 cts, paid by Pltff.

Thos. E. Hogg

M. D. Goodson another witness after being duly sworn deposes.

Ques 1. State whether or not you are acquainted with the farm of David Baltzell deceased, I know as his home place, in Washington County Virginia, and if so, how long have you known it, and how near have you lived to it, and how near do you live to it now.

Ans. I am acquainted with the Baltzell farm, have known it for 25 or 30 years until 7 years ago I lived within a mile or so of it. I lived on said farm one year. I now live about 4 miles from it.

Ques 2. State whether or not you are acquainted with the three shares that of said farm that were assigned to Joseph C. Baltzell James P. Baltzell, and Henrietta Freshman nee Baltzell, in the partition of said farm among the heirs of David Baltzell deceased

Ans I am. I bought said three shares

Ques 3. What would have been a fair net cash rent for said three shares per year. from 1866 to 1883 inclusive

Ans. Properly managed said land ought to have been worth $100.00 year,

Ques 4. Were you acquainted with

Was Sallie D. Baltzell, the widow of David Baltzell deceased, and if so, what was her financial condition during her life time?

The foregoing question is objected to because irrelevant and immaterial to any issue in this cause before the Court.

Fulkerson & P.

Ans I was acquainted with Mrs Baltzell she always owned to have plenty.

Ques 5. State whether or not a debt of $67.65 with interest from Nov. 21st 1865, and a debt of $150.00 with interest from the 27th of August 1867, could have been collected from her during her life time by the use of ordinary diligence.

Ans It appears to me like it might have been done. She had a dower there of very fine land.

Cross Examined -

Quest 1 When died Mrs Baltzell died?

Ans I do not know the date of her death.

2 Do you not know that Virginia

From 1861, to 1. of Jan 1869 there was a Stay law that prevented the collection of debts during that time?

Ans. I think that is true.

3 What was the financial condition of Sallie Baltzell after Jan 1st 1869?

Ans. Her condition financially up to the time of her death was about the same

4 How much cleared land was there on each of the three shares you have spoken of?

Ans. The James P. Baltzell share had about 10 or 12 acres of cleared land on it. Another share had about 25 acres on it and the other share had on it about 10 acres of cleared land.

5 How much corn, wheat & oats would the cleared land produce, on an average each year? pr acre?

Ans I think 35 bushels of corn. 25 bu of oats & 12 bushels of wheat per acre would have been its average production per acre

6 What was the average price of each of these grains at that place at harvest time?

Ans corn was worth about 50 cts per bushel. Oats 35 to 40 cents and wheat about $1.00 per bushel

7 What was the usual rent paid for the use of the land Did you ever know of it being rented for cash?

Ans I never knew said land to rent for cash it always rented for one third of the crop.

8 Who was James Baltzell? Was he married or single?

Ans. James P Baltzell was a son of David Baltzell and a half brother of Joseph C Baltzell. He was a married man and as I understand had children.

9 Do you know how his share of land came to vest in and belong to the Fulkerson children?

Ans I can't state positively how this was but my understanding is that James P. was indebted to his brother Joseph and that in some way. Joseph got said land for or in some way in the payment of said debts.

10 Are you not now the present owner of these three shares, if you answer yes, state from whom you purchased them when you purchased them, and if they have been conveyed who conveyed them to you & when?

Ans. I am the owner of said shares of land I made the contract for the purchase of the same with Col. A H Fulkerson. and ~~and~~ Judge B M Page. The lands were conveyed to me by John B Fulkerson. Jennie H Baylor & her husband and Sallie H Carr. and her husband I made said purchase or contract I think in the year 1883. in the fall and the conveyance was made to me shortly thereafter. The deed which is recorded in the Clerk's office of this county will show its date.
I made the purchase on time. 1. 2. & 3 years as I now remember.

11 Is it not a fact, that while Col. Fulkerson rented these lands that most if not all the time he sold the rent grain at public sale?

Ans I think he did part of the time sell

at public sale and at other times the rents were sold generally

12 Do you know, what these sales amounted any one or more years?

Ans I do not.

In order to keep the land up and produce the amt of rent you mention's how much would have to expended each year for ~~rent~~ repairs? What were the amt of taxes each year?

Ans. I do not remember exactly the amount of taxes but think the land was valued at $2,50 per acre. and there was 278 acres of said land The yearly expenses of keeping said land up and the fences in repair would have been reasonably worth $10.00 per year.

13 Do you know the name of James Bultzelly Widow?

Ans I do not.

14 During the time Col. Fulkerson rented and managed, said farm did he do so, in careful business like way?

Ans I think he did.

15 Do you know whether Mrs Jennie Baylor & Mrs Kate Baum were living or boarding with Mrs Sallie Baltzelle in 1863.

Ans Those girls were there along about that time ~~but do~~ not know how long they stayed.

16 Question

Do you know whether Mrs Baltzelle made out an account and presented the same to A. H. Fullerton for the board and clothing of those two children. If not what would be a reasonable charge for boarding and clothing two girls between the ages of 8 & 12 years per week

The foregoing question and any answer thereto are objected to, Because irrelevant and immaterial, and Because not proper on cross examination

Morrison & Cassell
attys for Plffs

Ans I do not know whether Mrs Baltzell ever made ~~out~~ and presented an account for the board and clothing of said children or not. The board of said girls would have reasonably

been worth $100 per week for each of the girls. Their clothing would have been worth I suppose at least $30.00 per year for each. per year

Question By Comr. was the shares of land laid off and assigned to James P Buttzell about equal in value with the shares of Harriette Hutchinson and Jos C Buttzell.

Ans I think they were all about equal in value.

And further this deponent saith not

J M D Goodson

Thomas H. Fripp. being recalled at his own request for the purpose of correcting his statement this morning in one or two particulars states. That upon examination he finds that instead of paying $150.00 as stated this morning he paid $125.22 as follows Feby 1st 1872. for Mrs Hunns tax $50.00 paid J. G Clark for Jos T. Campbell $17.50 Sept 30 1872. paid Store account for Jos. T. Campbell $21.17 1874 paid James Hunter for said Campbell $10.00 and same year Store account of said Campbell $26.45, and that upon making

inquiry I have found that the firm of Campbell & Simms was dissolved prior to the year 1870

And further this witness saith not.

Thos E. Irby

J. Irby Hurt another witness being duly sworn deposes and says,

Ques 1. State whether or not you know of any sum of money now in the hands of your law firm, or any of its members belonging to Mr A. H. Fullerson administrator de bonis non with the will annexed of Joseph C. Ball deceased, or as guardian for the plaintiffs - John B. Fullerson, &c &c, state the amount, and when it was received.

Answer. On the 9th day of February 1889, as shown by the books of Fulkerson Pagg & Hurt of which firm I am a member the sum of ($26 86) Twenty six dollars & Eighty six cents was paid to said firm by John A Buchanan, Comr, in the case of D. C. Cumming, Survivor vs. R J Caldwell Admr et al., and said sum still ap-

pears as a credit on the books of Fulkerson, Page & Hurt, on the account of A. H. Fulkerson, Guardian. The said firm has succeeded to the business of various preceding firms and I am unable to say who was the attorney of record to whom the said sum was intended to be paid, as it was a case, or claim which came into some one of the predecessors of the present firm. I am quite sure, however that Colonel A. Fulkerson was the attorney of A. H. Fulkerson, Gdn. The said sum is now in bank subject to payment to those entitled but I am under the impression that it is subject to some charges for fees of counsel.

And further deponent saith not.

J. I. Hurt

The following copies of papers records and receipts were here offered to be filed and the same were handed to me, subject to such ~~objections~~ as Counsel for defendants desire to make to them pursuant to the agreement this day entered into between counsel for Complainants & Defendants. Marked, as in the Margin.

1 A. Copy of Judgement in favor of A H. Fulkerson, vs J. D. Cosby Adm'r.

2 A. Copy of Judgt vs same as above

3 A. " of 2. Receipts of A H Fulkerson

4 A " " Receipt of Sally Battzell.

5 A " Portition of Estate of David Battzell.

6 A. " of order James P Battzell et als vs Sallie D Battzell et als.

7 A. " Copy of deed of J B Fulkerson et als to J M Barker.

8 A. " of deed of same to same

9 A " " Deed " " to M D Goodson

Adjourned to

Adjourned to my office in Jonesville, Va on Thursday Sept 24th 1896. at. 9 O'clock A M.

This 17th day of Sept 1896.

C. T. Duncan

Commr

Office of C.T.Duncan Jonesville Va September 24th

Met pursuant to adjournment at my Office in Jonesville on September 24th 1896, and no witness appearing the further taking of testimony in this case is adjourned until tomorrow morning at 9 O' Clock at the ame place. This 24th day of September 1896.

C. T. Duncan Comr.

September 25th 1896.

Met pursuant to adjournment and no witness appearing, on motion of the complainant, the further taking of evidence in this cause is adjourned to Friday October 9th 1896. at my office in Jonesville.

C. T. Duncan Comr

Friday Octo. 9th 1896.

Met pursuant to adjournment in my Office in Jonesville and on motion of the Complainants by their counsel the taking of Testimony in this case is continued on account of the absence of Judge H. S. K Morison one of complainant counsel, to Monday October 12th at 9. O'clock A.M.

This Oct 9th 1896.

C. T. Duncan
Comr

Met pursuant to adjournment on Monday the 12th day of October 1896, at my Office in Jonesville Va.

Present B.H.Sewell & H.S.K.Morison Attys. for Complainants.

" A.L.Pridemore and D.C.Sewll Atts for Defts.

Charles E.Baylor a witness of lawful age being first duly sworn deposes and says.

The deposition of this witness is excepted to, because he is a party to the contract, one of the subjects of investigation in this case, A.H.Fulkerson being dead, and this exception, it is is insisted upon shall be passed upon by the Commissioner before the evidebce is taken dow down. The said Baylor being husband of one of the Complainants

Pridemore & Sewell for Exors.

At this point it was suggested that, as this case could not be prepared fo hearing at the next term of the Circuit Court of Lee County, and that the competency of this witness and R.F.Carr, whom it is proposed to introduce on the same points, is a very material question, and their competency being objected to, it was agreed that the Question of the competency of said Baylor and Carr to be asked and to answer the following questions be adjourned by the Commissioner with his ruling thereon to the Circuit Court of Lee County at ist next term, and thereupon the witness Baylor for the present is withdrawn.

The questions proposed to be asked said Baylor and Carr are as follows:--

1sr.--Did you and your wife sign a receipt and release to A.H.Fulkerson, Guardian &c. of your wife?

2nd.--At the time you signed it, did you or your wife, so far as you know, have any knowledge of the condition of the accounts or receipts of the said guardian in his capacity as such?

3rd.--Did A.H.Fulkerson make any representations to t

you and your wife at the time the paper was executed, if so what were they?

4th.-- When did you first learn of amount said A.H. Fulkerson had received as guardian of your said wife?

5th.--Would you or your wife have signed the said paper if you had been as fully advised of the state of the account of the said guardian as you now are?

6th.--Would you, or either of you, have signed the paper without the representation so made to you by the said H.Fulkerson at the time aforesaid?

7th.--How much did your wife receive from A.H.Fulkerson, Guardian, and how much was paid in cash, and how much in the notes of A.H.Fulkerson, if any, and were the notes or note, ever paid by said A.H.Fulkerson, and if any how much was paid thereon.

8th.--Who made the contracts for the sale of the real estate of the plaintiffs as wards of A.H.Fulkerson? and how much and by whom was the purchase money paid, and when?

C. T. Duncan Special Commissioner

Ex A.

Jennie H.Baylor and Sallie K.Carr

vs.

Isaac S.Anderson and John R.Gibson Executors &c.et als.

To the Honorable W.T.Miller Judge of the Circuit

Court of Lee County Virginia:-

By a decree entered in the above styled cause on the 6th day of June 1896,the undersigned was appointed a Special commissioner for the purpose of taking an account of the sums and property received by A.H. Fulkerson,or which should have been received by him by the use of ordinary diligence,either as guardian of the Plaintiffs,or as Administrator de bonis non,with the will annexed of Joseph C.Baltzell deceased,and the value thereof,as well as the value of all notes bonds &c.to which the Plaintiffs are entitled and the dates thereof, and the disbursement made and the dates thereof. I was further directed to state and settle said accounts in accordance with the rules of law governing such settlements,and to reduce to writing and file with my report the evidence upon which I based my conclusions.

In order to perform the duties thus imposed upon me by said decree, I,on the 27th day of July 1896,prepared notices which I served on the several parties interested and their counsel,and the guardian ad litem for the infant defendants,fixing the 14th day of September 1896,and my Office in the town of Jonesville Va. as the time and place to begin the duties imposed upon me. At that time and placethe parties by their attorneys appeared before me,when it was stated by Mr. B.H.Sewell one of the Attorneys for the Plaintiffs that they desired to begin work in Abingdon Va.where most of their record evidence was,and where most of their witnesses resided,and on his motion I adjourned further proceedings to the Clerk's Office of the Circuit Court of Washington County on the 16th day of September 1896,and on that day and at that place we began the taking of evidence,which proceeded rather slowly,the circumstances,and convenience of the Counsel for both Plaintiffs and defendants requiring,several adjournments taken,and finally on the 8th day of May 1897,both sides announced that they had taken all the evidence that they desired to take and closed the case.

I have kept the evidence offered by the Plaintiffs separate from the evidence of the Defendants, and have filed the same in separate file covers marked respectively "Plaintiffs' Evidence" and "Defendants' Evidence". I have kept it thus separate as a matter of convenience to the Court, to the Counsel and to myself.

The evidence consists partly of the depositions of witnesses, which I have reduced to writing as required by said decree, the residue is ~~XXXX XXXXXXXXXXXXXX~~ copies from the records of the Circuit and County courts of Washington County Va. Receipts and copies of receipts, Letters, Accounts Agreements &c. All of which are filed as above stated.

The evidence is rather voluminous, and there is only a small portion of it, of that clear and convincing kind that is desirable in courts of justice, and when the whole of it is considered the mind is left in doubt on many important particulars, and uncertain as to what may or may not have been done or left undone. But perhaps it is as clear and as definite as could be expected under the circumstances of this case.

When we consider that more than 33 years, the average lifetime of man, has rolled by since the beginning of the facts and circumstances which are the foundations of this case, carrying with them all the mutations of ~~the~~ that length of time, among them the loss of books and papers, the death of almost every person that saw them begin, the failure of memory of the few that are left, together with the admitted fact, that Col. Fulkerson the principal actor in the business, kept no accurate account of his dealings with the estate of which he was administrator or with his wards we are not surprised that much doubt and obscurity necessarily prevails, in fact, the surprise is, rather, at the amount of certainty we are able to attain.

The facts in this case, as well as the decree under which I am acting, requires the settlement of two accounts, one of A. H. Fulkerson as Administrator <u>debonis non</u>, with the will annexed of Joseph C. Baltzell deceased, the other his account as guardian, <u>or agent</u>, of the Plaintiffs and their brother John B. Fulkerson.

The first named account, that of Administrator <u>de bonis non</u>, of the estate of Joseph C. Baltzell, is of the first and highest importance, because it is from that source that the Plaintiffs derive most of the ~~sums~~ sums, and evidences of debts

that was ever at any time due to them. I shall therefore deal with that matter first, and first settle, or attempt to settle, said Administration account. Here most of the difficulties present themselves. The greatest of these difficulties is the one heretofore referred to, that Col. Fulkerson kept no accurate account of the amounts which came into his hands as such Administrator. The difficulties are augmented by the fact that the Administrator of said estate, Warren M. Hopkins, who preceded Col. Fulkerson, likewise kept no account of the estate of his testator received by him, or if he did, no proof thereof was offered for my consideration, certainly the evidence shows no settlement made by him, and no inventory of the effects beloging to his decedents estate, except a sale bill of a small personal estate, a copy of which is filed by complainants with their bill marked, Exhibit B & C--8. This sale bill amounts to the sum of $286.80. The difficulties are further augmented by the nature of the principal part of the estate of said Baltzell, which was an undivided two sixteenth interest in the mercantile firm of Lynch Cummings & Co. which closed business, or was dissolved in the latter part of the year 1861, but of the business and standing of which, no final settlement was made until the year 1872.

Joseph C. Baltzell died on the 6th day of July 1866, having first made and published his last will and testament, which was duly probated in the county court of Washington county on the 23rd day of July 1866.

The said Joseph C. Baltzell nominated and appointed John G. Kreger his Executor, Mr Kreger qualified on that day, but he only acted two or three days when he resigned or was removed and on the 26th day of July 1866, Warren M. Hopkins, a brother-in-law of the said Joseph, was appointed and qualified as Administrator with the will annexed of said decedent. See Exhibit B & C-7 filed with the Plaintiffs' bill. The said Kreger as Executor made no settlement of his dealings with said estate, before any commissioner of accounts for said county of Washington, that has been shown to me, but he seems to have had a settlement with his successor, Warren M. Hopkins, and the result of the same is shown by a copy thereof filed as Exhibit No 1 with the deposition of J.M. Kreger. The account of said Kreger seems by said paper to have been balanced and that he turned over to Mr. Hopkins in kind exactly what he received.

The said Warren M.Hopkins continued to act as Administrator of said estate from the date of his qualification,until the 30th day of May 1871, when his powers as such were revoked,and A.H.Fulkerson was appointed Administrator de bonis non of said estate,also with the will annexed. As before stated,Mr.Hopkins made no settlement of his dealings with said estate,and there is very little means of ascertaining what effects of said decedent went into his hands,except as to the amount he received from Mr. Kreger,as shown on said paper filed as exhibit 1.with the deposition of J.M.Kreger. That paper is not signed by Mr.Hopkins,so as to legally charge him with the amounts mentioned therein,yet I have no doubt but that he received the sums therein charged. The value of one of the items on said paper is not definite,that item is the one of, or for old state bank currency. That item,as I understand them,the Plaintiffs claim was an amount of state bank money,worth in the then prevailing prices of that kind of money,the sum of $415.00. I do not remember that the Defendants made any particular contention as to what that charge really was,they holding that A.H.Fulkerson's estate is now in no wise bound for the acts of the said Warren M.Hopkins. My own construction of that item is,that it was $415.00 in old state bank paper not that the amount turned over was $415.00 in value in good money. I am led to this conclusion by taking together the charge which Mr Kreger makes against himself and the credit he gives to himself. The charge is as follows,"This amt.in old state bank money on different banks $415 of same which brought". The credit is as follows,"This amt.pd same in old state bank paper". Thus Mr. Kreger seems to have turned over in kind exactly what he received, when if he had sold it and it had "brought $415.00 he would have turned over the money received and not the old state bank paper. The sale bill is the only other direct evidence of what amounts he received, this amounted to $286.80, $66.00 of which was for purchases made by A.H.Fulkerson. But there is some ~~indirect~~ evidence that he received other amounts,especially from the firm of Lynch Cummings & Co. in the shape of notes,and Mr.Kreger's letter to C.E.Baylor dated May 19th 1886,found on pages 90,91,92 & 93 of Mr.Kreger's book which was filed before me as evidence and which I file with my report

and a copy of which is also filed with the deposition of J.M.Kreger marked Exhibit "Baylor Copy,"if it can be read as evidence shows the exact amount of notes thus received to be $2716.31,including interest. But whether said letter is evidence or not,there is indirect evidence showing or tending to show that he received about the sum named by Mr. Kreger. Exhibits 5,6,7,8,9,10 & 11,with the deposition of J.M.Kreger show that at the April term 1869,of the Circuit court of Washing County that D.C.Cummings surviving partner of the firm of Lynch Cummings & Co. for the benefit of Warren M.Hopkins Admr. of the estste of J.C.Baltzell deceased obtained judgements against various persons amounting to $893.38 subject to a credit of $95.00, and on the 5th day of January 1871,T.K.Trigg Admr.of Mrs Mary Trigg confessed a judgement in favor of said Cummings as survivor &c for the benefit of said Hopkins as Administrator for $1512.00,with interest from the 26th day of November 1865,till paid,subject to a credit of $100.00 Febry 24th 1868.Then it appears likely,from evidence that will hereafter be referred to,that there also went into said Hopkins hands,a note on Mrs.M.C.Hopkins which on the 22 day of January 1872 amounted to $113.84,and another on C.M.Colley which on the same day amounted to $33.55. If I am right as to these or this being the amount which went into his hands,then I think it is pretty clear that Mr.Hopkins accounted for everything which went into his hands,except the amount received from Mr. Kreger and part of the amount shown on his sale bill. These amounts,except $66.00,which I have charged to Col.Fulkerson,as will more fully appear hereafter,have not been accounted for by Mr. Hopkins,so far as the evidence shows. But doubtless much of it was used for the benefit of the estate of his decedent,because,I think it fair to presume that Joseph C.Baltzell at the time of his death owed debts,most men did at that time,he certainly must have owed a doctor's bill and a pretty large one,because we learn from the evidence that he was sick a long time, and that he had a physician who attended him through his entire sickness,these debts,if any such there were,were doubtless paid by Mr. Hopkins,as none such were paid by Col. Fulkerson after he became the Administrator. In this way Mr.Hopkins may have used the estate of his decedent,but whether he

did or did not, is a matter of very little consequence in the matter of enquiry here, because if he did not account for what went into his hand and let that amount be ever so large, no recovery can be had against the estate of A.H.Fulkerson for the same. The statute of limitations, sections 2920, 2921 and 2931, Code of Virginia, 1887. Mr. Hopkins was removed from Office as the Administrator of said estate on the 30th day of May 1871, the right of action against him for anything that he had failed to account for, then at once accrued, and if there had been no disability it would have been barred on the 31st day of May 1881, but as there was disabilities, the right lasted until the 31st day of May 1891, perhaps, certainly not longer than that day, and as no action was brought within that time, on the bond of said Hopkins, any claim against the estate of A.H.Fulkerson on account of the fact that he was said Hopkins's security can not now be maintained.

I am as before stated directed to ascertain what sums were received by A.H.Fulkerson as Administrator de bonis non of the estate of Joseph C. Baltzell deceased, or which by the use of reasonable diligence should have been received by him. To enable me to do this correctly has been the pupose of most of the evidence, and while as before stated, the evidence is not as satisfactory as desirable, I have discharged that duty as faithfully as I could. And I now proceed to give results.

The first item with which I charge Mr.Fulkerson, in his character as Administrator is $66.00, amount of purchases made by him at the sale of the personal estate of said Baltzell, the date of said sale is not given but I charge interest on this item from the 1st day of January 1868, this date is not far wrong, as sales of this kind are usually on a credit of one year, and as Administration was not granted until the 26th day of July 1866, the sale was not made until the fall of that year if then. Of course Col. Fulkerson might have paid this sum to Warren M. Hopkins, but if so there is no evidence of the fact, and in the absence of that evidence, and as a matter of safety to the legatees under Mr. Baltzell's will I charge the same to him. The next sum with which I charge said Administrator is $1800.00, colected by Joseph T.Campbell from Thomas K.Trigg Administrator of Mrs.Mary Trigg on a judgement

confessed by said Administrator, in favor of Warren M.Hopkins Admr. on the 5th day of January 1871. This judgement is for the sum of $1512.00 with interest from the 26th day of November 1865, subject to a credit of $100.00 paid February the 24th 1868, which credit was paid as stated by Mr.Trigg, to D.C.Cummings surviving partner of the firm of Lynch Cummings & Co. This sum of $1800.00, was paid to Joseph T. Campbell on the 1st day of Decr. 1871, the evidence does not show when it was paid to Col. Fulkerson, but I charge him with interest on it from the 1st day of January 1872. Eighteen hundred dollars does not quite pay said judgement as will be seen by a calculation made and herewith filed, marked T "Trigg debt calculation". On that day there was a balance remaining due on said date of $156.26. The evidence shows that a part of this sum, to wit. 125.22, was afterwards and at different times, paid to said Campbell and the widow of Col. James Humes, in whose hands said debt seems first to have been placed for collection. After deducting these payments there is still a small balance due on said judgement. I do not know what sum Col. Fulkerson was to pay said Attorneys for collecting said debt, if ten percent, which is the sum which the evidence seems to show was charged by York & Fulkerson, or Fulkerson and Page, then said debt in so far as due to Col. Fulkerson was paid in full. I have so treated it and only charge Col. Fulkerson with said sum of $1800.00. The next item with which I charge Col. Fulkerson, is a note on Mrs. Hopkins which amounted to $113.84, on the 22d day of January 1872, and at the same time Mrs. Hopkins paid him a note on C.M.Colley which amounted to $33.55. For these two last named items, see exhibit No.3. with deposition of Mrs. M.H.Roberts. The fifth item with which I charge Col. Fulkerson, is $246.42, decreed to be paid to him by York & Fulkerson Commissioners, with interest thereon from the 21st day of September ~~XXXX~~ 1872, See decree in the Chancery cause of A.H.Fulkerson Admr.vs. Mrs Julia A.Baltzell et als, The 6th item of charge is $100.00, received from York & Fulkerson Attorneys on a debt due by Jas.L.Davis to Lynch Cummings & Co. paid May 29th 1874, see letter of Mr. York of that date. The 7th charge is a sum supposed to have been collected by Col. Fulkerson from Andrew E.Campbell on a debt due by him to the firm of Lynch Cummings & Co.

This collection is supposed to have been made by Henry S.Preston or through him. This charge against Col. Fulkerson is based upon Mr.York's letter to Col. Fulkerson dated on the 29th day of May 1874,the 8th and last charge is for the sum of $288.36 and supposed to have been collected by Col. Fulkerson on the following debts due to the firm of Lynch Cummings & Co. to wit, William Crowell debt $63.75,William Fields Est. $54.63,Martin Hagy $28.95, Jacob Tools Estate $75.98 and Joel Kaylor $ $65.05.I base this charge upon the evidence of Mr.York's letter of May 29th 1874,and the statement with said letter. It will be noted that Mr. York in said letter states that he had been informed that the money to pay the Andrew E.Campbell debt had been collected and was in the hands of Henry S.Preston,and he further states that the debts making up the last charge of $288.36 were supposed to be good. This evidence is barely sufficient to support these two last charges,especially under the c circumstances of this case, the fact that Col. Fulkerson was the Administrator de bonis non,took charge of the estate after it had been handled for nearly five years by another person,and more especially,in the light of the evidence of D.C.Cummings,the surviving partner of the firm of Lynch Cummings & Co.who states that he does not think more than fifty at the highest sixty per cent of the debts due the firm of Lynch Cummings & Co. could have been collected. I think as sated above that the evidence upon which I have based the above charges against Col. Fulkerson is barely sufficient to sustain the same,because I think the burden of proof is on the Plaintiffs to show what sums were actually collected by Col. Fulkerson or which he might have collected by the use of reasonable diligence. They have shown certain sums collected by him and with these sums I have charged him. They have made very little effort to show,that he might by the use of due diligence have collected other debts,in fact,as I understand them,they claim that it is their duty to show that Joseph C.Baltzell had certain interests,debts and effects due to him,and that then it is the duty of Col.Fulkerson to show that he did not and could not collect them, and upon his failing to do so said debts should be charged to him. I do not think this position,especially in this case,is correct when their own evidence shows that from forty to

fifty per cent of the debts due to the firm of Lynch Cummings & Co.out of whih came most of the debts due said Baltzell, could not have been collected. The sums with which I have charged Mr. Fulkerson as Administrator amount principal and interest on the 1st day of January 187~~7~~ to the sum of $3517.35. Of this sum $2774.79 is ~~interest~~ principal and $742.56, is interest. The plaintiffs have furnished me with several other items which they claim are proper charges against said Fulkerson as Admr.with which I ha have not charged him. Said items or debts are as follows.to wit: The 1st of which is a judgement in favor of A.H.Fulkerson Administrator vs J.D.Cosby Admr of Sallie D.Baltzell deceased rendered at the May term 1872 of the Washington County Court, with interest from the 21st day of November 1865, & costs, for $67.65 a transcript of which is herewith filed marked "1A". The next is a judgement in favor of the same party and against the same party in the same rights for $150.00 with interest from the 27th day of August 1867, & costs a transcript of which judgement is here filed marked "2A", 3rd, Judgement in favor of D.C.Cummings surviving partner of the firm of Lynch Cummings & Co.for the benefit of W.M.Hopkins Admr.of J.C.Baltzell deceased, vs.Robert J.Caldwell Admr. of J.S. Caldwell deceased for $411.55, with interest thereon from the 1st day of January 1861 & Costs, 4th, same plaitiff for same and against the same defendant, judgement for $68.08, with interest from the first day of January 1856 & Costs, 5th Same for same and against the same, judgement for $151.26 with interest thereon from the 2ond day of January 1855, Same for same and against same for $115.89. with Int. from the 18th day & costs subject to a credit of $95.00, paid October 20th 1858, 6th, Same plaintiff for the same beneficiary against Samuel Caldwell Admr, judgement for $88.58, with interest from the 4th day of January 1860 & costs 7th. Same for same and against Same judgement for $36.75, with interest thereon from the 2ond day of June 1862 & costs, 8th. Same Plaintiff for the same beneficiary against Phillip Anderson, judgement for $22.24 with interest thereon from the 28th day of November 1865 & costs. See for the last seven judgements, Exhibits 5,6,7,8,9,10 & 11 with deposition of J.M.Kreger. They also claimed a charge against said Fulkerson for a ~~bed~~ bond on Washington County for $3000.00, and offered as evidence justifying said charge three cppies from the record of Washington County which are marked respectively 16, 17 + 18.

October 1862 & costs

I have made a statement of the same and have calculated the interest thereon down to the 1st day of January 1877, and file the same herewith marked "Charges claimed but not proved". These claims amount January 1st 1877, to $_____ of which, $_____ is principal and $_____ is interest. As above stated, I have not charged Col. Fulkerson with these sums or any of them, and I will now give my reasons for not doing so.

FIRST. As to the debts against Sallie D. Baltzell, widow of David Baltzell evidenced by the two judgements against John D. Cobby her Administrator. These debts, of course, never came into the hands of Col. Fulkerson, so that he could collect them, until the 30th day of May 1871, when he was appointed Administrator, up to that time he had no power over them, the evidence shows that Mrs. Baltzell was in Kentucky at the time of her death, how long she had been there is not shown, nor is the date of her death shown, but it was prior to the 28th day of February 1872, because on that day, a bill was filed to sell or partition the lands which had been assigned to her as dower, among those entitled therto.

There is no evidence before me that she had any property, after said debts came to the hands of Col. Fulkerson out of which he could have collected the same, except her dower in said lands, nor is there any evidence that she could at any time after the 30th day of May 1871 have been served with process even had Col. Fulkerson desired to sue his widowed old step-mother-in-law. He did sue her Administrator and obtained judgement against him at the May term 1872, of the County Court of Washington County, upon this judgement an execution issued which was returned no property found. It seems to me that in this matter Col. Fulkerson used reasonable diligence, that he has failed to collect the same, therefore I do not think it right to charge him with the same. As to exhibits 5, 6, 7, 8, 9, 10 & 11 filed with the deposition of J.M. Kreger being judgements in favor of Warren M. Hopkins, there is no evidence that they were ever collected by any person, nor is there any evidence that there was evr any time, after Administration was granted to Col. Fulkerson that said debts could have been collected, and in the absence of any such evidence, especially as I think the burden is on the plaintiffs to show that he could have collected said debts, I have refused to charge them to Col. Fulkerson. If there is any presumption that said debts were collected that presumption would be against it that they were collected by Mr Hopkins As to the County bond, there is no evidence that Col. Fulkerson ev-

er received it or even saw it. There is no evidence before me to show that such bond was ever issued. There is, it is true, an order of the County Court of Washington, dated on the 25th day of August 1864, which authorizes John G. Kreger who was appointed a committee for the purpose to borrow the sum of $3000.00, upon the credit of the County, and to issue bonds of the county to pay for the same, in such sums as he thought proper. But I am furnished with no evidence that Mr. Kreger ever issued said bonds, or if he issued them, what became of them. If Mr. Kreger's letter to Charles E. Baylor is evidence, I don't think these bonds could have gone into the settlement of the matters of the firm of Lynch Cummings & Co. made by the said Kreger and Carnahan, or if they did that they were turned over to the Administrators of J.C. Baltzell. Mr. Kreger in said letter speaks of a county bond as having been taken by Joseph C. Baltzell in his lifetime and paid out by him to Robert R. Preston for negroes, but whether that bond, if one was so used by him, had any thing to do with the bond or bonds here sought to be charged to Col. Fulkerson the evidence does not show. But there is another matter equally serious to the plaintiffs in getting this sum charged to the Administrators of J.C. Baltzell, and that is, no authority is shown in the county of Washington, to borrow money for the purposes mentioned in said order, or if borrowed to issue bonds for the payment thereof. I do not think Mr. Fulkerson should be charged with anything on account of said supposed bond or on account of anything contained in the copies of the records from Washington County filed as part of the plaintiffs evidence marked 16, 17 & 18.

I have given Col. Fulkerson on his account as Administrator, credit for various sums shown on my statement of the Administration account marked from X1 to X12, inclusive, and on these amounts I have counted interest from the time they were made up to the 1st day of January 1877, the same time to which I counted interest on the charges against him. Said sums amount, principal and interest on that day, to $1464.77, of which the sum of $1230.09, is principal and $234.68, is interest. This leaves a balance due from Col. Fulkerson as Administrator, on the 1st day of January 1877 of $2052.58. The first item of credit is $4.00 paid to one of the sheriffs of Washington County, if there was any objection to this item I do not

I did not hear it.The next two items of $500.00,and $300.00,respectively constitute a payment made by Col. Fulkerson to Mrs.Mary H.Hopkins, now Mrs.Mary H.Robets,for waiting on and caring for her brother,Joseph C.Baltzell in his last sickness. The allowance of these two sums was strenuously objected to by the plaintiffs. There is this provision in the will of Mr.Baltzell, "Should _ be wounded or become sick,thereby needing attention and nursing,and should either of my half sisters or half brothers wait upon me,I desire that the one that does it,shall be liberally compensated for that care and attention; and I authorize my Executor or personal representative to select three proper persons to assess that compensation". The objection to the allowance to Mrs. Hopkins and to giving Mr.Fulkerson credit for it is"because",as contended, that,"the selection of the persons to assess the compensation to be paid Mrs. Hopkins was not in accordance with the will of said Baltzell,and because the certificate of the allowance to her is not produced". I do not think either of these grounds of objection is tenable. Mrs.Roberts states in answer to a question propounded to her on her cross-examinatin "They asked me who should be selected to determine how much should be paid me. I told them to get persons acquainted with what I had done,and Dr.Campbell my brother's physician,John G.Kreger who did all my brother's writing and a Mr.Pitzer were selected.I knew nothing about it until the certificate allowing me $800.00 was handed to me". And in answer to the next question she stated,"Mr.Hopkins and myself selected them".

Now wherein does the selection depart from the manner provided in the will ~~XXXXXXXX~~ for their selection? Certainly in no particular,except in permitting Mrs.Hopkins to suggest. I think the presumption must be that Mr.Hopkins in the legal sense,selected said persons. The selection and the award were acquiesced in,and at this late day must stand unless it is shown that the selection and award were corrupt. Mrs. ~~Hopkins~~ Roberts in her ~~le~~ letter to me which I file with her deposition states that she had made careful search for said paper but could not find it,this is sufficient I think to enable her to speak of its contents,which she has done in all material respects,namely,that they awarded her $800.00 for waiting on her brother in his last sickness. The amount seems large for the

time employed, but Mr. Baltzell, to whom the property affected belonged and who had the right to dispose of it as he saw fit, declared that if one of his half sisters did wait on him in his last sickness that he desired her to be liberally compensated for that care and attention. Three good men fixed the amount, can we say they did not do right? I think not. I have therfore allowed said two sums of $500.00, and $300.00, making $800. The 4th item of credit is $61.00, $50.00 of which was recovered by Geo R. Barr Administrator of Archimides Davis in a suit instituted against said Administrator by Warren M. Hopkins Admr of Joseph C. Baltzell deceased which was afterwards revived in the name of A. Fulkerson Admr de bonis non of said estate and prosecuted to a conclusion and resulted unfavorably to Baltzell's estate, the other $11.00 was for depositions taken in said case and paid for by Col. Fulkerson. See Receipt of L.T. Cosby here filed marked (X4). The fifth item of credit is a credit of $50.00, supposed to have been paid to H.S. Preston by Col. Fulkerson as the fee of A.C. Cummings in the case just above referred to. Col. Cummings testifies that, that was the amount of the fee, that he either gave it to Mr. Preston who had hepled him in said cause, or that he had placed it in his hands for collection, that no part of it had ever been paid to him, and that he did not know whether or not it had been paid to Mr. Preston, that he had heard Mr. Preston on the day he, Cummings, was testifying say that if it had ever been paid to him that he did not remember it. This evidence of its self is not enough to justify the allowance of this credit but it will be remembered that in the charges against Col. Fulkerson I charge him with $126.62, supposed to have been collected by said H.S. Preston on the Andrew E. Campbell debt. If said sum was collected by said Preston and paid over to Col. Fulkerson, it is unreasonable to suppose that he did not retain out of it, the debt due to him or to Col. Cummings and then in his hands for collection. The credit to Col. Fulkerson is certainly as well sustained as the charge against him on account of said Andrew E. Campbell debt, and while neither is very well sustained I have allowed both. Credit X6. is allowed for the same reason, if Mr. Preston c collected said debt he was entitled to commissions on it. Items X7, X8 and X9, are Officers fee bills, about which there can be no contention, vouchers for which are filed herewith.

Item of credit X10, is for costs paid to John A. Buchanan Commissioner in the Chancery cause brought in the Circuit Court of Washington County by A.H. Fulkerson Admr. vs. Mrs. Julia A. Baltzell and others the object of which was to collect a debt due to Joseph C. Baltzell from his brother James P. Baltzell, in which the lands assigned to the said J.P. Baltzell was sold and purchased by Col. Fulkerson. Item X11 grows out of the same suit and is for a sum paid to Mrs. Julia A. Baltzell for her dower in said land of her husband, she electing to take compensation in lieu of dower. Both of these sums are proper credits to Col. Fulkerson because said p purchase was made by Col. Fulkerson for his children, the devizees under the will of the said Joseph. They took charge of said land, sold it and received the purchase price thereof as well as the rents and profits of it after said purchase. Receipts for each of which sums are filed marked as in the margin. The last item with which I have credited Col. Fulkerson is $28.83, being ten per cent commission on $288.36 supposed to have been collected by York and Fulkerson attorneys on various debts charged to Col. Fulkerson as supposed to have been collected. I base the charge of ten per cent, upon the fact that I see in their dealings with the Plaintiffs and their brother, the said firm of York & Fulkerson and Fulkerson and Page charged ten per cent commissions for their services. This charge of ten per cent is made on services apparently less difficult than the collection, after the war, of debts made before the war.

This results in showing that Col. Fulkerson was indebted to the estate of the said Joseph. C. Baltzell on the 1st day of January 1877, the sum of $2052.58, which on that day I tranferred to his guardianship account as will be hereafter more fully stated. I adopted the first day of January 1877, as the time for closing the Administration account because it was immediately after the last payment made by him, which was on the 14th day of September 1876, See receipt of J.A. Buchanan marked X11.

Though as a matter of fact Col. Fulkerson had not then collected all, if any of the $246.42 directed to be paid him by York and Fulkerson commissioners on the J.P. Baltzell debt. If any injustice is done to any person by closing the Administration account on the 1st day of January 1877, it is to Mr. Fulkerson as thereafter he is charged with compound interest on said sum of $248.42, then amounting to over $300.00, when he had not in fact collected it and was only properly chargeable with simple interest till it was actually collected.

We come now to a settlement of the account of Mr.Fulkerson as guardian or acting guardian of his three children,and here we are confronted with many of the difficulties heretofore referred to,greatest of which is that Col. Fulkerson kept no accurate account of his dealings with his wards. On the 28th day of September 1863,the County Court of Washington County attempted to appoint A.H.Fulkerson guardian of his three children,to wit,John B.Jane H.and Kate Fulkerson who were children of his late wife Henrietta Fulkerson nee Henrietta Baltzell,whether this appointment conferred anya authority on Mr.Fulkerson to act as such will be discussed hereafter. The first item with which I charge Col.Fulkerson on his account as guardian is with the value of three hundred dollars in what I conceive to be Confederate money received from the Administrator of David Baltzell on the 28th day of September 1863,the next charge is one of like kind received from said Davis Admr.on the 25th day of April 1864,of $56.23. The Plaintiffs claim that these sums should be charged to Mr.Fulkerson at the full amounts mentioned in said receipts,because there is no evidence offered as to the kind of money in which said sums were paid. I can not take this view,because I think Courts are bound to take judicial notice of matters of public history affecting the whole people of the country in which they reside and for whom they do business. If this view is correct I think the Court,and I acting for it,must take judicial notice of the fact that in the years 1863 and 1864,the people of the state of Virginia were engaged in a war with the people of the northern states,that the state of Virginia and its people then constituted what was at that time called the Confederate states,and that as such,and as a matter of fact the only money then in anything like general use among the people of Virginia was Confederate currency.Taking this view I have ascertained from the scale of vales of Confederate money,for each month of the four years of the war what confederate money was worth in the month of September 1863 and the month of April 1864. Mr.Mathews gives the value of Confederate money for September 1863 as 13 to 1,I have therfore divided said sum of $300.00 by by 13 which gives $23.08 and with that amount I have charged Col.Fulkerson,the same authority fixes the value of Confederate currency for the

month of April 1864, at 22 to 1. I have therefore divided said sum of $56.23, by 22, which gives $2.51, which I have likewise charged to Col. Fulkerson. The Defendants by their Counsel objected to any charge being made against said Fulkerson on account of said Confederate money and they relied to sustain them in said objection, on section 2921 of the Code. This section, from the marginal note in the Code to said section, seems to have been passed for the first time, by the legislature of 1877 -8 and as Col. Fulkerson had made expenditures for his wards before that time which it will be seen I have credited to him, I think it right to ch charge him with the value of said Confederate money which I have done. I have compounded the interest on this sum of the value of said Confederate money up to the 1st. day of January 1866, when I give to said Guardian credit for $1.40, for amount paid taxes for the year 1865, I then ascertain the interest for the year 1866, add it to the principal, thus forming a new principal and again find the interest on that up to the 1st. day of January 1868, add it to the principal and to this sum I add rents for the year 1867,. On this subject of rents I have had some trouble to ascertain satisfactorily the fair rental value of the land in which the wards of Col. Fulkerson were interested. To ascertain the value of said rents, the Plaintiffs introduced three witnesses, to wit, Jas. H. Canter, N.M. Dettor and M.D. Goodson, and, as is usual in cases of opinion, these witness differ considerable as to the fair rental value of said land. Upon an examination of the testimony of these three witnesses it will be seen that the question propounded to each, was about this in substance, 'do you know the three shares of the Baltzell land laid off and assigned to Jos, C. Baltzell, James P. Baltzell and Henrietta Fulkerson in the partition of the lands of David Baltzell deceased, if so what would be the fair cash rent per year for said three shares of land, from 1866 to 1883, inclusive'. The answer of Mr. Canter to said question was, "I think $50.00 per year would have been the fair rental value of said three shares of land for the years named". Mr. Dettor answered the same question as follows, "I think $40.00 to $50.00 would be the fair rental value of said land for the years named". Mr. Goodson answered it as follows, "p "properly managed said land ought to have been worth $100.00, per year". One of these witnesses seems to me to have had better oppertunities for

for know

knowing the rental value of said lands for the years named than either of the others, to wit, Mr. Canter, because he and his father used and culti vated said lands for the years named, and for two years, he gives the exact returns of said lands, at $105.00 or $52.50 per year, and he further said these two years were over average years in way of rental yield, I have therefore taken $50.00 as the fair rental value of said land per year, and ~~have~~ where I have charged rent to Col. Fulkerson at all, I have charged it on that basis. Now the next enquiry of importance is, how much of said sum of $50.00 per year are the wards of Col. Fulkerson entitled to? It will be noted that the evidence shows that David Baltzell died before his daughter, Mrs. Henrietta Fulkerson, his lands descended to his heirs and they at once became seized in co-parcenary of said lands, said Fulkerson had by his said wife, the said Henrietta, issue born alive capable of inheriting said land. I am therefore of the opinion that Col Fulkerson was tenant by the curtesy of his wifes interest in said land, and that as such, he was entitled to the rents and profits, during his ~~m~~ natural life, of the share laid off and assigned to his children in the partition of the lands of David Baltzell deceased, in right of their mother. The evidence shows that this share had on it as much or more cleared land ~~on it~~ than both the other shares, and that the rental value of that share was equal, or in excess, ~~of~~ both the other shares, I have therefore fixed the rental value of the Henrietta share at $25.00 per year, the Joseph C. Baltzell share at $15.00 per ~~year~~, and that of the J.P. Baltzell share at $10.00 per year, but no rent for this last named share can be charged to Col. Fulkerson until after said share was sold and the sale thereof confirmed, which did not occur till sometime in the fall of the year 1875. I have therefore charged Col. Fulkerson with the sum of $15.00 each year for the rents of said share of said land beginning with the year 1867, up to and including the year 1875, and for the year 1876 and each succeeding year thereafter, up to and including the year 1880, I have charged him with $25.00, the rents of both of said shares I have stopped chargeinig ~~ccccc~~ Col. Fulkerson with rents with the y year 1882 because said land was sold and conveyed at the ~~Jennie at that time had become of age and Mrs. Carr had been sometime married~~ beginning of the year 1883. It will be noted that I charge said guardian with the rents on the 1st. day of January succeeding the year for which they accru

they accrued, that is I charge the rents of 1867, as having been received on the first day of January 1868, and so on to the end. And as soon as I charge the rents and make them a part of the sum in the guardian's hands bearing interest. I have given Mr. Fulkerson credit for one half the taxes on said land up to and including the taxes for the year 1876, I then add a third more to the taxes, on account of the J.P. Baltzell share, which I have supposed was taxed equally as high as either of the other shares, and from the year 1876, up to and including the year 1882, I give him credit for two thirds of the taxes on said land. There are only three or four tax tickets filed, but as I know that taxes have to be paid, I have simply presumed that they were paid for each year.
I have required Mr. Fulkerson to pay the taxes on the share of land of which I hold him to be tenant by the Curtesy, I think this is right as he was receiving the rents and profits thereof. The evidence showed that some repairs were necessary on said lands, that said repairs were usually paid out of the rents, and as no account had been kept thereof, resort had to be had, to the opinion of witnesses to ascertain what these repairs probably amounted to each year. Two witnesses were examined on this point, one of them said that he thought $8.00, per year would have been necessary, the other $10.00, to keep the land in repair. I have fallen below each of said witnesses, and have taken $6.00 per year as necessary to keep said three shares in proper repair, that is $2.00 per share, and in consequence thereof I have given Col. Fulkerson credit each year from 1867, up to and including the year 1875, with two dollars per year for repairs, after that time up to and including the year 1882 I give him credit for $4.00 per year for repairs. I think this does substantial justice between the parties. By this method of statement, Col. Fulkerson, without taking into account certain expenditures which he had made for his two daughters about the year 1872, was indebted to his wards on account of rents &c. the sum of $145.89, on the 1st day of January 1877, and on that day there was in his hands as Administrator of Joseph C. Baltzell deceased the sum of $2052.58, this sum I have charged to him on that day, I then charge him with $25.00 on account of rents for the year 1877, and with interest on $2198.47 to January 1st 1878 and take from the same $12.60 which leaves a new principal to start

with on the first day of January 1878,and on this sum I again count interest for a year,add the rents for the year 1878,and charge an additional sum of $162.oo received by Col.Fulkerson from York and Fulkerson Commissioners in the chancery cause of Warren M.Hopkins and Wife vs.John S.Kindrick wife et als,a copy of the record of which case is filed as a part of the plaintiffs eveidence. This sum was directed,by decree entered in said cause on the 14th day of January 1878,~~directed~~ to be paid to A.H.Fulkerson as guardian of John B. Jennie H. and Sallie K.Fulkerson,I charge Mr.Fulkerson with interest on said sum to January 1st 1879,and after adding all these sums and their interest together I deduct therefrom the taxes and cost of repairs for the year 1878,which leaves a balance due to said wards of $2666.64.John B.Fulkerson had attained his majority sometime in the year 1878, and I carried his interest in said fund no further in the general guardianship account,I therefore divided the sum thus found due between said three children,and it gave to each as of the first day of January 1879,the sum of $888.88.

As matter of convenience from this date forward I carry on the account of the the Plaintiffs,Jennie H.and Sallie K.together and I charge Col. Fukerson with the sum of $888.88 found due to each of them,making a charge against him in favor of the two of $1777.76,on this sum I charge him with interest from the 1st day of January 1879, to the 1st day of January 1880,I also charge him with $47.62,being two thirds of $71.43, ordered to be paid to Col.Fulkerson in right of his wards by decree entered in said chancery cause on the 8th day of May 1879,by that decree the Commissioners were ordered to pay out the sum of $250.00 shown to be in their hands, of this sum said wards were entitled to two sevenths, which makes said sum of $71.43,I also charge him with $16.67,being two thirds of the rents for the year 1879, There is then,to wit,on the 1st. day of January 1880,in Col. Fulkerson's hands for the Plaintiffs the s sum of $1950.50, I then give him credit for two thirds of two third of the taxes and farm repairs for the year 1879, I also give him credit for $176.00,being one half the sum paid by him on June 20th 1872,to Mrs Mary H.Hopkins for the board of Jennie and Sallie K.for the period of 22 months,while they were staying with their aunt and attending school at Jackson Institute,and to this sum I add interest to January 1st 1880

I also give him credit for the sum of $229.74, being one half the sum paid out and expended by John T. Ransom for said Plaintiffs, while they w were in Missouri, visiting and attnding school, See letter of Mr Ransom dated March 30th 1876, and filed as an exhibit with Judge Morgan's deposition. Counsel for the defendants filed before me receipts and vouchers for other expenditures made by Col. Fulkerson, for these two of his wards, than the said sum of $352.00 paid to Mrs. Hopkins and the said sum of $459.48 paid out for them by John T. Ransom, these sum are evidence by ex press receipts, tuition fees &c. an account of which is here filed marked, "Defendants' Claim of credits". The credits thus claimed with interest up to the 1st day of January 1880, amount to $1457.37, of this however I have only given the items above mentioned as credits amounting as will be seen to the sum of $536.92, on January 1st 1880, leaving a difference between credits claimed and credits given of $920.45. To this might per haps be added $22.50 difference in amount of expenditure for cloverseed purchased in 1868, and credit allowed therefor and also $45.00 for three years rent while the land was in clover. The Plaintiffs object strenuously to any credit being allowed to Col. Fulkerson for any amount on account of the above named expenditures, or any of them. They claim and prove that Col. Fulkerson was a man of means, and that he was able to provide for and educate his daughters as befitted their station in life, and that claim it was his legal, as well as moral duty to do so.

They have referred me to no autorities in support of their position, but I have referred to and examined several cases on this point. The strongest of these cases, in favor of the Plaintiffs' contention, I think, is the case of Evans vs. Pearce et als. 15. Grattan 513. That was a case similar in many respects to this. There the father had been married three times, and had children by each of his wives. The mother of the second wife left by her will certain lands and slaves to her daughter for life and after her death to her children. This property went into the possession of Evans in the lifetime of his wife, and after her death he continued to hold it and rented out the houses, and seems generally to have hired out the slaves. After the death of Evans suit was brought by his children and for a settlement and distribution of his estate. When the account was taken the widow of the said Evans, who seems to have con-

-ceived that proper defense was not being made, excepted to the report filed, that, "Whilst William Evans was treated by the Commissioner as the guardian of his sons, and charged with the annual profits of their property, he was alowed nothing for their maintenance and education". The evidence showed that Evans was a plasterer by trade, that his oldest son who was the owner of the property in controversy worked with his father at his trade, that Evans left property at his death valued at about $14000.00, that he left 12 or 13 slaves and was indebted to others than his children about $7000.00. The court overruled the exceptions of the widow and gave judgement &c. The only question of doubt in the case seems to have been as to whether or not the estate should have credit for the support and education of the children. On this point the Court said, "A father, if of ability, is bound to maintain his infant children, even though they may have property of their own". And it further said, "The court, however, will look with liberality to the circumstances of each particular case, and to the respective estates of both father and children, and will authorize their income arising from the estate of infants to be applied to their support whenever, under all the circumstances it appears proper. But when the application to allow the income so to be appropriated is not made, as it ought to be in advance, and is delayed, as it has been in this case, until after the guardianship has terminated, the court will not permit it without the clearest proof that justice requires it". I have quoted thus largely from this case because of its similarity to the present case in many particulars and because, to my mind, it is the strongest case, furnished by the books in support of the Plaintiffs' contention. But does it support it? I think not. The Court, in Evans vs. Pearce &c, seem to lay considerable stress upon the fact that one of said infants was kept at work as an apprentice thereby in the opinion of the court earning his living; that there was no allegation or proof that the father was at any extraordinary expense for the support or education of his children; and that there was not the slightest indication of any intention to offset his liability, or to make any charge against them in any form for their support and education. In each of these particulars, I think, this case is different. No apprenticeship is shown, nor is there any evidence of any labor performed by

either one of the Plaintiffs for her father,though doubtless they both did all that was required of them when they were at home. But the evidence shows that they were gone a great deal,one of them,Jennie six years at one time,two at another,and Sallie K.certainly as much as four years altogether.There is also evidence here that the father of the Plaintiffs took,if not extraordinary,certainly,more than ordinary pains with his daughters,and spent more than ordinary sums upon them,he had them at college two years when Jennie was only 11 to 13 and Kate only 10 to 11 years old,and again he had them at school in Missouri when Kate was only 13 to 15 and Jennie two years older,and on this Missouri trip he seems to have paid out for them from $700.00 to $800.00 outside of their travelling expenses.I think these are more than the ordinary expenses of the support,maintenance and education of children,nor was it perhaps justified by his circumstances,because Judge Morgan tells us in his deposition,in answer to a question propounded by the Plaintiffs' counsel,that about the year 1875 to 1878,that Mr.Fulkerson became a frequent borrower of money, and in considerable quantities. I think also there is considerable evidence of an intention upon the part of Mr.Fulkerson to charge his daughters with,at least some of the expenditures made by him,because he preserved the accounts of the liabilities thus incurred,receipts for the payment of the same &c. I think this intention upon his part to charge said expenditure or some of them to his children was well known to,and regonized by and acquiesced in by his children. The receipt in full taken by him from his said wards,in March 1884,to my mind,fully proves this fact.One of the recitations contained in said receipt,is in these words,after reciting that he had received various sums of money &c,"and which was partly disbursed and expended for the benefit of the parties of the first part"(his children).Now it seems to me thatboth parties had an eye to the fact,that the one had made expenditure for and the other had received the benefits thereof and that Mr.Fulkerson intended to charge these expenditures to his wards and that they recognised them as proper charges. What other charges of this kind were made? None except the ones we are considering. But I have refused to give him credit for the entire sums thus expended,I recognise to the fullest extent his liability as a father to support,

maintain and educate his children, in a proper way and I have only given him credit for what I think is an extraordinary expenditure, that is I have given him credit for one half the sum paid Mrs. Hopkins, nothing for the amount paid Mr. Stuart President of Jackson institute for their tuition, and I have given him credit for one half of Mr. Ransom's bill for moneys paid out and expended for their girls while they were both their together. No charge for board was made while they were in Missouri. I make this charge on the evidence of Mr. Richmond who stated that from experience he could say that it cost double the amount to maintain and educate girl children away from home than it did at home. This was a liberal statement, as I think, and I have based my credits largely upon it, but it will be seen that the amount with which I have credited Mr. Fulkerson is only a little over one third of the amount he actually paid out for them. If I have erred in giving these credits it is an error against the guardian, in my opinion.

After deducting these credits ther was left in said guardian's hands due to these two wards, on the 1st day of January 1880, the sum of $ $1405.18 on which I again charge him with a years interest, and with two thirds of the rents for the year 1880, and after deducting amounts allowed for taxes paid and repairs, leaves in his hands on the 1st day of January 1881, the sum of $1497.75. On that day I close the guardianship account, because Jennie had attained her majority, on the 16th of December preceding and Sallie K. was already married. And while I carry Mr. Fulkerson's account on, with his wards, I do it upon the principle of debtor and creditor, and not of guardian and ward, because I hold that the relation of guardian and ward ceases as soon as the ward attains the age of 21, or being a female marries, but while the relation of guardian to the ward ceases his liability does not. The first payment made by Mr. Fulkerson to his daughters after the 1st day of January 1881, when the relation of Creditor and debtor begins, that exceeds the interest, was made on the 21st day of September 1882, I therefore count interest on said sum in his hands down to that date and add it to the principal, I also charge him with two thirds of $145.94, paid by York & Fulkerson or by A. Fulkerson Commissioner about the 11th day of October 1881, and interest thereon to said 21st day of September 1882, and I charge him with two thirds of the rents of said lands for the year 1881

and interest on that sum down to the same date. From this sum I deduct as heretofore two thirds of the taxes and repairs, and $500.00 paid to each of the daughters. The next payment was made on the 30th of May 1883 and was $43.60 to each and in the mean time Mr. Fulkerson had received from A. Fulkerson comr. $87.20 on account of money due his daughters, with which I charge ~~xxxx~~ him, I also charge him with rents for the year 1882, after deducting~~t~~ the proper credits there is left in his hands on May 30th 1883 the sum of $804.32 I count interest on this sum to September 19th 1883 add it to the principal and also charge him with two t thirds of $127.00 received about that time from A. Fulkerson Comr. I then deduct the payments of $25.71, each made on that day, leaving a balance in his hands of $852.71, to which I add interest to March 25th 1884, supposed date of the compromise or acquittance in full executed to Mr. Fulkerson by his three children and former wards, which makes the amount then in his hands $879.14, and on that day he ~~NNN~~ paid his two daughter~~s~~ as well as their brother John, the sum of $500.00 each~~s~~, being an over payment of the two, $120.86, or an over payment of each, $60.43.

I might properly stop here but for the fact that all of the debt due to John. B. Jennie H. and Sallie K. from a sale of their interest in ~~the~~ what is known as the Sallie D. Baltzell dower has not yet been accounted for. Considerable amounts of it were paid over to Col. Fulkerson, and the last sum of it, which he paid over is shown by the receipts dated Sept. 19th 1893, but after deducting this sum then paid there was still due and uncollected of this debt, the sum of about $589.11, as is shown by a paper herewith filed marked "Calculation of payments". I do not know that ~~thi~~ this is exactly correct, in fact I doubt it, as I have very little data to go on, the record filed of the proceedings had in the case out of which this sum grew, not being by any means full and complete. In this calculation I have charged Col. Fulkerson with $127.00, as received on th the 19th day of September 1883, when I think it probable he only received $77.13 the amount he then paid to his children and that the rest, that is the additional $50.00 with which I charged him was retained by the Attorneys who were managing said cause for him as commissions, I am led to this belief by the fact that of the $123.40, due to each Jennie H and Sallie K. shown by the report of A. Fulkerson filed in said cause on the 7th day of October 1889, There is only credited by the Plaintiff

in their bill ~~at~~ $111.90. It will be noted that the Plaintiffs in their bill give credits as follows, after said receipts in full were given, Nov. 12th 1884, $40.00, January 6th 1885, $79.65 and Sept. 24th 1889, $111.90, these amounts, when we set aside the same amount for John B. settles in full the amount of $739.26, due to said wards for their interest in the sales of the dower lands before referred to, as is more fully shown by the paper heretofore filed marked "Calculation of payments". While I think each of the three payments last above referred to were paid directly to the parties, I have carried them out on my statement of said guardianship account, here filed Marked "A C". It will be seen from this settlement, that I have not charged Col. Fulkerson with anything on account of the sales of the land, either their shares in the Baltzell land or the North Fork land derived by them under the Will of Joseph C. Baltzell as part of the effects of the firm of Lynch Cummings & Co.

I see no reason for charging Mr. Fulkerson with any part of said land sales or in any way incumbering his account with the same. Said lands were not sold until after each one of said children come to the age of 21 years, and the sales were either made directly by them or by their father as their friend, and the evidence shows or very strongly tends to show that he never received any part of the money due to the Plaintiffs, except as a mere conduit between them and the attorneys. The statement filed by the Plaintiffs marked "Page Z" and in the handwriting of Judge Page shows exactly how this business was transacted as to the three shares in the Baltzell home place, sold to M.D. Goodson. The two first payments made by Mr. Goodson, were made very close together, and amount, ~~after~~, after deducting Commissions of Fulkerson and Page to $450. the share of each of said children would be $150.00, this is covered as Mr. B.H. Sewell claims, and in this I think he is right by the admitted payment in the bill of $150.00 as of the 28th day of June 1883. The two last payments, one of March the 8th 1884, as given by the Plaintiffs in their bill, and February 26th as given by Judge Page in his statement, and for $185.00, the other for $182.56 given by the Plaintiffs as of th the 29th May 1886, and by Judge Page as of the 25th May 1886, were made directly to the Plaintiffs. these three payments of $150.00, $185.00 and $182.56 aggregate $517.56, the amount in full or a little over of their shares after deducting commissions charged by said Attorneys. The $400.00 credit in the bill is for the land sold to Barker Consequently I can see no reason for complicating an already complicated

account, by bringing into it something that does not and can not belong to it. The same is true as to the North Fork land. That land was sold some time after the children of Col. Fulkerson became of age, they made the sales themselves, conveyed themselves and received the sum for which they sold it. The defendants, by their counsel, took the position before me that A.H.Fulkerson was not the legal guardian of his children, that the county court of Wasington County had no jurisdiction to appoint him, and that his appointment by that court conferred no legal authority on him to act as such. That position seems to be well taken, section 2599 of the Code seems to confer upon the County or Circuit Court of the County where the minor resides alone the authority to appoint a guardian for him. But in so far as Col.Fulkerson acted as guardian, he is just as responsible, and in all respects governed by the same rules as if he had been regularly appointed. The contention of the ~~Plaintiffs~~ Defendants is that being a guardian by his own appointment, and therefore in his own wrong, that a different period of limitation would govern, that all liability for acts done or omitted to be done would be barred in five years. For acts done and moneys received, this position is certainly not correct, that would be to allow him to take advantage of his own wrong. But this matter I think is put fully at rest by our own Court in at least two if not not more cases. Evans v.Pearce et als.15.Grattan 513 and Armistead v. Waller 2.Leigh 11. The rule might be different where loss was sustained by the negligence of a de facto guardian to prosecute a claim. The liability in cases of that kind, if any existed against the de facto guardian, would be in the nature of a tort and would perhaps be barred in five years. But would any liability exist? Could a defacto guardian enforce the collection of a debt due his wrd? In the view I have taken of this case it is unnecessary to answer either of these questions.

I am requested by the Defendants to pass upon the validity of the receipt or release of the ____ day of March 1884, I hardly think this is within my duties under the decree appointing me to perform certain duties and to ascertain certain facts in this case. At the time said receipt was executed each of the parties signing it had attained, sometime before, the age of 21 years, each was sui juris, and capable of ascertaining and understanding his or her rights, each of the females, the Plaintiffs in this suit, were married, living to themselves with husbands ful-

-ly able and competent to advise them or protect their interests. In such a case it does look like they might act for themselves in any matter, and be bound by their acts, if the act was not induced by fraud or misrepresentation. The Plaintiffs have introduced some evidence tending to show, if said evidence is admissible, that full disclosures were not made by Col. Fulkerson to his children at the time and before they signed said receipts. This evidence is objected to and I have given my opinion as to its admissibility in a report heretofore filed by me, so that it is not necessary to again give it here. But even if said evidence is admissible, I do not think it sustains the contention that said receipt was obtained by fraud and misrepresentation, such fraud and misrepresentation as will avoid an act done. I do not think, judging this case in the light that it is now presented, after all the evidence is in, that Mr. Fulkerson misrepresented any fact then existing or known to him, his representations were that he had been appointed guardian of his children by one of the courts of Washington County, that he was one of the sureties of Warren M. Hopkins as Administrator of the estate of J.C. Baltzell deceased, that he was and had been Administrator de bonis non of said estate, that as such guardian and Admr. he had received sums of money for his children, and had incurred liabilities for Hopkins that he had made disbursements and expenditures for them, that no accurate account had been kept of amounts received or disbursements made, and that he had never made any settlement &c. All of these representations were true. Then what fraud was practiced? I would have no question whatever on this point but for the case of Armistead vs. Waller 2. Leigh 11. That case is a very strong one in support of the contention of the Plaintiffs, that any settlement with the ward, by the guardian, shortly after the ward attains his majority, but before delivering his estate and without making any settlements of his account, is void upon the ground of public policy. The facts in that case were very strong and influenced, doubtless, to a great extent the strong language used by the Court. I can see very little difference in a case where a full disclosure of all the facts is made by the guardian to his ward in person and where a settlement is made before a commissioner, and I incline to believe that a settlement made in the one way would be as binding as the other. And as in this case, where the guardian explicitly stated, in terms at least, that he

had not kept his accounts so that he could settle his account before a commissioner, but at the same time he gave to his wards full information of all the capacities in which he had been acting, or in which he had or could have incurred liabilities, thus furnishing to them the means of finding out what he had done and what liabilities he had incurred.

His wards were then capable of acting for themselves, and they did act and in my opinion they are and ought to be bound by what they have done They rested about 12 years on the settlement thus made, in the mean time they employed counsel to investigate the matter, and made investigations themselves through Mr. Kreger, the result of that investigation is shown in his letter to Mr. Baylor, written in May 1886, and that letter furnished about, or quite as full information of the condition and asetts of J.C. Baltzell's estate, and the value thereof, as all the evidence taken by me has done. If the settlement is void now, as against public policy, it was void then, and the suit ought to have been then brought and to now allow them to come in after Col. Fulkerson is dead, and his estate put to all the disadvantages of the loss of his services in explaining his dealings therewith, when they would not not and did not do so in his lifetime, is to my mind as much against public policy as the other, and thus responding to the request of the defendants, as to the validity of said compromise or settlement made in March 1884, though I do not think the decree makes this a part of my duty, - I am of opinion as above sated that it is binding.

The Plaintiffs request me to make a statement embodying their views, which they express in about these words, that I shall charge the administrator with everything which came into his hands, or which by the use of reasonable diligence should have come into his hands, and to hold him to a strict accountability for all such sums as did or by use of ordinary diligence should have come into his hands, and in presenting this view the plaintiffs hold that all the legal presumptions are against the the fiduciary in his capacity either as Administrator or guardian, and further that in stating the account representing their view, they request me to keep the funds arising from sales of the lands, either the three shares in the Baltzell tract or the poor valey land so as to distinguish it from the other funds and to show how and which disbursements are made out of this particular money. This is a very general requirement, and one to which I have all the time addressed all the understanding and

ability which I have. I have several times asked the counsel for the Plaintiffs to state to me, or furnish me with a statement of sums which they ~~claim~~ think they have proved ~~or~~ they claim to be proper charges against said Administrator for actual collections which he made, or of debts which they claim he, by the use of ordinary diligence, could have collected, this they have declined to do, referring me to the proof to ascertain for myself what has been proved. This duty I can perform, tolerably satisfactorily to myself, and I have performed it, but it is more difficult for me to make a satatement conforming to their views when they do not give them to me, however, they are more definite in respect to their objection to the allowance of credits offered and claimed by the defendants. On this point I think I understand their views very fully. And as to the ~~XXXXXXXXXXX~~ guardianship account I think I pretty fully understand the charges which they desire me to make, outside of such as grow out of the Administration account.

~~Re~~ As an attempt at a representation of their views I have prepared and file herewith a statement marked "A C", in which I have charged Mr. Fulkerson in his character as Administrator with $4843.30, as the total of his interest in the firm of Lynch Cummings & Co. ~~XXXXX~~ after deducting from his said interest therein, the North Fork or Poor Valley land which was assigned to him at $1000.00, I have then as a way of fixing the value of said debts deducted therefrom 45 percent, which I have done under the evidence of D.C.Cummings, a witness of the Plaintiffs, and the surviving member of the firm of Lynch Cummings & Co. This witness stated that fifty at most sixty percent, only, of these debts could have been collected, I have split the difference and allowed 55 percent of said d debts as good, this makes $2663.82 with which I have charged said Administrator, upon this sum I have counted interest from the first day of August 1872, when Kreger & Carnahan made the settlement of said firm matters, upto the 1st day of January 1877. I have then charged him with an additional sum of $246.42, the amount collected by him on the J.P.Baltzell debt. It is doubtful whether or not this is a proer charge, it may be that this debt is part of said sum of $4843.30. It certainly was at one time a debt due the firm of Lynch Cummings & Co. but I rather incline to the belief that it had been taken out by Joseph C.Baltzell about the year 1862, to equalize him, at tha

at that time, with the other partners, and upon this sum I have likewise counted interest up to the 1st day of January 1877. This shows of principal and interest in Mr. Fulkerson's hands on January the first, before credits are deducted, the sum of $3679.79 from this sum I have deducted the sum, principal and interest, of $356.21. This excludes from the credits heretofore given, the second, third, fifth, sixth and twelfth items, all and each of which the ~~DEFEND~~ plaintiffs contend are not proper credits. I have heretofore given my reasons for allowing these credits and see no reason for further discussing them. This statement is shown by the marginal endorsement "Statement 1", on said paper A.C. On the back of this paper A.C. I have made statement No. 2. as representing my views of th the credits that ought to be given, in the event the Court should be of opinion that it is proper to charge Col. Fulkerson with the 55 per cent of the Baltzell interest in said firm, rather than to charge him as is done in statemnet A.B. Statement 1 on paper A.C. shows a balance in said Administrator's hands January 1st 1877, of $3323.58. Statement 2. on said paper shows a balance due as of the same date of $2129.85. This last amount differs very little from the amount ascertained to be in said Administrator's hands on the same day by the method adopted in settlement A.B.

I have then made a settlement of the guardianship account, on the view taken as I understand them, by the Plaintiffs of the matters involved purely in the guardianship matter, outside of its connection with the administration account. In this statement which is herewith filed marked "A.E." I have charged the guardian with the amounts of money received from A. Davis Administrator of David Baltzell deceased as good money I have also each year, except three, when it was shown the land was in clover, charged said Fulkerson with the rents of the entire land, at $40. per year up to and including the year 1875, thence afterwards with $50. per year. I have compounded the interest, in accordance with the law upon the subject, as I understand it. I have also charged him as he received, with such sums as he received during the continuance of the relation of guardian, from York and Fulkerson Comrs. or A. Fulkerson Comr. for sales of what is known as the Sallie Baltzell dower lands. I have given him credit for sums that I think there can be no doubt about and none other

This results in showing that there was then in Mr.Fulkerson'shands due to each of the Plaintiffs the sum of $1305.54,after deducting the amount paid them on the day,Mr Fulkerson attempted to settle with his wards. I have not carried the settlement any further,because there is as I understand it,no disagreement about the other amounts,after that day collected on the sale of the dower land by Col. A.Fulkerson Commissioner,which the Plaintiffs received in the $40.00 credit the $79.65, credit and the last credit given by them at $111.90,and by Abe Fulkerson Comr. at $123.40 Which are fully shown on settlement A.D. and exhib its therewith.

It will be noticed that I have not charged Col. Fulkerson neither as guardian or Administrator, ~~nothing~~ with anything on either statement A.C.or A.E, on account of the dealings with said estate of Joseph C.Baltzell by Warren M.Hopkins the former Admr. The Plaintiffs insist that I should have done so, because they claim that by the use of ordinary diligence,Col. Fulkerson in his character,either as Administrator de bonis non,or as guardian, could have collected these sums of money. As Administrator de bonis non he certainly could not. Could he have done so as guardian? I think he might,if he had been legally appointed as such. But appointed as he was by a court that did not have the requisite jurisdiction,I doubt very much his power to do so. This raises one of the questions referred to in a former part of this report,in which I expressed the opinion that for all his acts,that a de facto guardian was just as responsible as a legal guardian,and that he was subject to the same rules of law,including the statute of limitations. But that for his omissions,which were in the nature of a tort,that perhaps another rule of law,and perhaps another period of limitations would prevail. And upon this I was then doubtful and I am still in the same condition,I therefore refer this matter to the Court,as being much abler to determine it than I am.

I have also refused to charge Mr.Fulkerson with anything on account of the supposed Washington County bond,in any of my statements,I have given my reasons therefor and I still adhere to them,and I will state in addition to what I have heretofore said about said bond that it seems to me if such bond had ever been issued and paid that the records of Washington County would show it,that this evidence,if any such there

were night easily have been produced, and that it was the duty of the Plaintiffs to produce it. I have now performed as best I could the duties imposed upon me by the decree heretofore referred to. That the results which I have reached will be satisfactory to the parties, or iether of them, I can not hope, that they are not as satisfactory to myself as I desire, I freely admit, but they are the best I can do and I so submit them. Statements "AB" and "AD" represent my views of the case.

Very repectfully submitted

C. T. Duncan, Special Comr.

Jennie H Baylor et al

vs. } Commissioners Report

J. S. Anderson et al

Filed May 27th 1897

A. B. Munsey Clerk

Commissioners fee for
taking this account
Time employed 360 hours $70.00
4 horses feed on two
trips to Abingdon 22.80
$292.80
See c/o & affidavit
filed marked "A.D."

I assume for value received currently the
$75.00 of the above fee of $292.80 due me as
Commissioner to B. F. Pennington and
guarantee the payment of the same to the
said Pennington, and authorize the clerk
to tax said amount of $75.00 for the benefit of
Pennington as the compensation of Cross
Attorney any hereunto and seal this 3rd
day of November 1897.

C. V. Kinnison (Seal)

To the Worshipful Court of Washington County.

Pursuant to an order issued in the County Court the day of September, 1866, directing the subscribers to partition the lands of David Baltzell dec.d After bring on the land and having made the division we beg leave to make the following report, viz:—

To Sarah Baltzell-widow, we assigned 120 acres, including the mansion house and other improvements as her dower, included in blue lines on the accompanying plat, and bounded as follows, viz:

Beginning at a white oak and chestnut stump at the foot of a hill a corner to Fleenor's land (at "A" on the plat) thence with Fleenor's line N. 6½ W. 150 poles to a poplar on the east edge of a road (at B) N. 56½ E. 53½ poles to stake on Fleenor's line (at C.) a corner to No. 2 thence with the same N. 18½ W. 73 poles to a stake a hickory & two dogwood pointers (at D.) a corner to No. 3 thence with it S. 84½ W. 88 poles to a small gum and sourwood in a hollow (at E.) a corner to No. 4, thence with the same S. 3 W. 12 3/4 poles to a large spanish oak in a hollow (at F) S. 14½ E. 73½ poles to a stake north of a pond (at G.) a corner to No. 7. thence with it S. 20 E. 47 poles

crossing the pond and the reedy road to a stake on Goodman's line (at H) thence with it N. 85 p E. 56 poles to the Beginning.

To Warren M. Hopkins and Mary H. his wife we assigned lot No. 1 in blue lines containing 76 acres 2 roods and 27 poles and bounded as follows, viz:- Beginning at a stake on the brow of a hill on Fleenor's line (at I on the plat) thence with Fleenor's line N. 56 p E. 78 poles to a stake by a fence (at J.) N. 43 p W. 185 poles to a stake and pointers on the side of a hill (at K.) N 63 p W. 10 poles to two chestnut oaks on a rocky point a corner to Worley's land (at L.) thence with Worley's lines S. 73 W. 46 2/3 poles crossing a branch to a stake on an East hill side a hickory, chestnut and Maple pointer (at M) a corner to No. 3 thence S. 34 p E 206 poles to the Beginning.

To John B., Jinsey H. and Sally K. Fulkerson we assigned their mothers interest, embracing lot No. 2 containing 71 acres, 2 roods and 19 poles and bounded as follows, viz- Beginning at a stake on Fleenor's line a corner to the Dower (at C. on the plat) thence with Fleenor's line N. 56 p E. 111 poles to a stake on the brow of a hill a corner

to No. 1 (at II) thence with a line of No. 1, N. 34½ W. 123 poles to a chestnut oak and pointers on the side of a ridge near the top (at N.) S. 54½ W. 78½ poles to a stake and pointers on a flat ridge (at O.) thence S. 18½ E. 124 poles to the Beginning, included in green lines on the plat.

And to the same parties we assigned Jos. C. Paltzell's share lot No. 3 Containing 107 acres and 11 poles and bounded as follows viz: Beginning at a large black oak on top of the Mountain (at P on the plat) a corner to No. 4 thence with the lines thereof S. 58 W. 1 pole & 7 links to a gum (at I) S. 10 E. 184 poles to a black oak, a chestnut & black oak pointers on a line of the dower (at W.) thence with the dower N. 84½ E. 64 poles to a stake, a hickory and two sourwoods marked as pointers (at D) a corner to No. 2 thence with the lines of it N. 18½ W. 51 poles to a stake and pointers on a flat ridge (at O) N. 54½ E. 78½ poles to a chestnut oak on the side of a ridge near the top a chestnut, sourwood & chestnut oak pointers (at N.) thence with No. 1, N. 34½ W. 83 poles to a stake - a hickory, chestnut and maple pointers on the east side of a hill on Worley's line (at M.) thence with his

lines S. 73 W. 5 poles to a stake, a dogwood Sourwood pointers (at P.) N. 26 2/3 W. 62 poles to pointers on top of Walkers mountain (at Q.) thence along the top S. 48 1/4 W. 22 poles to a small chestnut (at R.) S. 23 W. 25 2/5 poles to a black oak near the corner of a field (at S.) S. 84 W. 38 1/2 poles to the Beginning. In red lines.

To James P. Baltzell, we assigned Lot No. 4 containing 100 acres and bounded as follows viz: Beginning at a large black oak on top of the Mountain (at T. on the plat), thence along the top N. 68 W. 33 3/4 poles to a sassafras (at V.) S. 38 W. 39 1/2 poles to a stake by a chestnut stump by a path a chestnut pointer a corner to No. 6 (at W.) thence with No. 6 S. 5 E. 176 poles to a stake on the side of a low ridge a white oak & double black oak pointers (at X) S. 16 E. 80 poles to a small sassafras by a fence (at Y.) S. 29 E. 48 poles to a large spanish oak in a hollow a corner to the dower (at Z.) thence with the dower N. 3 E. 123 poles to a small gum and sourwood in a hollow (at E.) N. 84 1/2 E. 24 poles to a black oak, a chestnut and black oak pointers a corner to No. 3 (at U) thence with

the lines of No. 3, N. 10 W. 184 poles to a small gum on top of the mountain (at 1) N. 58 E. 1 pole & 7 links to the Beginning, In yellow lines.

To Wm. King Hiskell, assignee of Wm. H. Baltzell, was assigned lot No. 5 lying on the north side of the mountain Containing 85 acres 2 roods and 30 poles & bounded as follows, viz: Beginning at pointers on the top of the mountain on a line of Worleys land (at Q.) thence N. 26 3/4 W. 68 poles to pointers on the north side of the mountain, a corner to Francis Preston's line (at 2) thence with his line S. 63 W. 71 poles to a poplar, black oak, buckeye and sassafras pointers (at 3) N. 44 W. 105 1/2 poles crossing a branch to a sassafras and two maple pointers two poles north of a dry branch a corner to Jos. Preston's land (at 4) with his line S. 7 E. 194 poles to a stake & pointers on the top of the mountain (at 5) thence along the top N. 77 1/4 E. 16 poles to a hickory (at 6) N. 19 E. 22 1/2 poles to a stake by a chestnut stump by a path - a chestnut pointer (at W) In Black lines, N. 38 E. 39 1/2 poles to a sassafras (at 7) S. 68 E. 33 1/2 poles to a large black oak (at T) N. 84 E. 38 1/2 poles to a black oak near the Corner of a field (at S) N. 23 E. 25 2/5 poles to a small chestnut (at R) N. 48 1/4 E. 22 poles

to the Beginning.

To John S. Kirdrick and Catharine H. his wife was assigned lot No. 6 in green lines containing 81 acres and bounded as follows, viz: Beginning at a white oak + three black oaks and a chestnut in the head of a hollow below a path on the south side of Walkers mountain a corner to Pitzer's land, (at 7 on the plat) thence with Pitzer's land S. 6 W. 184½ poles to a chestnut and a hickory & spanish oak pointer on a low ridge (at 8) S 26¾ W. 24 poles to a sourwood & chestnut pointer by a road (at 9) N. 75 E. 56 poles to a dead chestnut - a white oak & black oak pointers (at 10) a corner to No. 7 thence with it S. 9 E. 98 poles to a locust in a field (at 11) N. 63 E. 50 poles to a stake by a fence on a line of the Dower (at Z) thence with the dower, N. 14½ W. 26⅘ poles to a spanish oak in a hollow (at F) leaving the Dower and with the lines of No 4, N. 29 W. 48 poles to a small sassafras by a fence on a hill (at Y) N. 16 W. 80 poles to a stake - a white oak and double black oak (at X) N. 5 W. 176 poles to a stake by a chestnut stump by a path on top of the mountain (at W) thence along the top S. 19 W. 22½ poles

to a hickory (at 6) S. 77¼ W. 16 poles to a stake on Jas. Preston's line (at 5) thence S. 6 E. 12 poles to the Beginning.

To Benjamin F. Fry and Sally J. his wife we assigned lot No. 7 on the plat containing 60 Acres, and bounded as follows -:

Beginning at a stake on Goodman's line a corner to the dower (at III) thence with the lines of the dower N. 20 W. 47 poles crossing a pond and the road to a stake (at G.) N. 14½ W. 47 poles to a stake by a fence (at I) leaving the dower and along the lines of No. 6 S. 63 W. 50 poles to a locust in a field (at 11) N. 9 W. 98 poles to a dead chestnut, a white oak and black oak pointers (at 10) S. 75 W. 56 poles to a sourwood and chestnut pointer by a road (at 9) on Pitzer's line thence with it S. 26¾ W. 66 poles to a white oak on low ridge marked a hickory, chestnut & black oak pointers (at 12) N. 66 E. 90 poles to a stake in the edge of a field (at 15) S. 6½ E. 131 poles to a stake in the edge of a sink hole (at 13) N. 64¾ E. 44¾ poles to large white oak stump (at 14) N. 85½ E. 26 poles to the Beginning

Respectfully submitted, - Isaac A. McQuown
Wm. P. Rhea
Nov. 20th 1866 D. Q. Bradley,

In the Clerks office of the County Court of Washington the 21st day of December, 1868.

The forgoing Commissioner's report was delivered, of said County, on the day above mentioned and admitted to record.

Teste:

— — — —

A Copy,

Teste:—

R. P. Cummings D.C.

David Butzell, Decd.

Partition of Estate

A copy.

Fee $1.25

5-A

1863		A. H. Fuldeman Guardian &c.			Dr
Sept	28	To amt received from A Doris Admr			300.00
		" Int on same to Jany 1st 1865			22 65
		" Amt received from same Apr 25 1864			56 23.
		" Int on same to Jany 1st 1865			2 31
		Prin. & Int due Jany 1st 1865.			381.19
1865		To Int on $381.19 to Jany 1. 1866.			22 87
					404 06
		By Taxes paid for 1865			1 40
		1866			402 66
		To Int on $402.66. to Jany 1st 1867			24 15
		1867.			426 81.
		To Int on $426.81. to Jany 1. 1868			25.60
		Rents for year 1867.			40.00
					492 41
		By Taxes for 1866. & 1867	6 67		
		" Farm repairs for 1867.	4 00		10 67
		1868			481 74
		To Int on $481.74 to Jany 1. 1869			28.90
		" Rents for 1868.			40 00
					550 64
		By Taxes for 1868	6 67		
		" Farm repairs for 1868	4 00		10 67
		1869.			539 97
		To Int on $539.97 to Jany 1. 1870			32 39
		" Rents year 1869.			40 00
					612 36
		By Taxes for 1869	4 65		
		" Amt paid for dividing land	8 88		
		" " " " Clover seed	36 00		
		" " " " Transferring land	1 75		
		" " " " Farm Repairs	4 00		55 28
		1870			557 08
		To Int on $557.08 to Jany 1st 1871			33 42
					590 50
No rent.		By Amt paid Taxes for 1870	8 60		
		" Farm repairs 1870	4 00		12 60
		1871.			577 90
no rent		To Int on $557.90 to Jany 1. 1872			34 67
					612 57
		By amt paid Taxes for 1871.	8 60		
		" " Farm Repairs for 1871	4 00		12 60
		To amt carried forward			599 97

	1872.		
No rent	To amount brot forward		$599.97
	" Int on $599.97 to Jany 1st 1873		35.99
			635.96
	By rents for the year 1872	8.60	
	" Farm repairs for 1872.	4.00	12.60
	1873		$623.36
	To Int on $623.36 to Jany 1. 1874		37.40
	" Rents for 1873.		40.00
			700.76
	By Taxes for 1873.	8.60	
	" Farm repairs for 1873	4.00	12.60
	1874		688.16
	To Int on. $688.16 to Jany 1. 1875		40.28
	" Rents for the year 1874		40.00
			768.44
	By Taxes paid for " 1874	8.60	
	" Farm repairs " 1874	4.00	12.60
	1875		755.84
	To Int on $755.84 to Jany 1st 1876		45.35
	" Rents for the year 1875.		40.00
			841.19
	By amt paid Taxes for 1875	8.60	
	" Farm repairs " 1875	4.00	12.60
	1876		828.59
	To Int on $828.59. to Jany 1 1877		49.71
	" Rents on 3 shares for 1876		50.00
			928.30
	By Taxes for the year 1876	12.90	
	" Farm repairs for 1876	6.00	18.90
	1877		909.40
	To Int on $909.40 to Jany 1 1878		54.56
	" Rents for the year 1877		50.00
			1013.96
	By Taxes paid for 1877	12.90	
	" Farm Repairs " 1877	6.00	18.90
	~~1878.~~		995.06
	To amt in Atlas bonds Jany 1 1877		3353.28
	To Int on $3353.28 to Jany 1 1878		201.19
	1878		4549.53
	To Int on. $4549.53. to Jany 1st 1879		272.97
	" Rents for 1878.		50.00
			4872.50
	By Taxes " "	12.90	
	" Farm Repairs for 1878.	6.00	18.90
	Amt due Jany 1st 1879 carried forward		$4853.60

To Amt due Jany 1. 1879 brot forwd		4853,60
" " Recd May 31. 1878.		162 00
" " Int on said $162. to Jany 1. 1879		8 91
Total sum due Wards. Jany 1. 1879.		$5024 51
1/3 of this sum is due John B.	1674 83⅔	
" " " " " " Jennie H.	1674 83⅔	
" " " " " " Sallie K.	1674 83⅔	5024 51
1879.		
To amt due Jennie H as above	1674 83⅔	1674 83⅔
" " " Sallie K. " "		1674 83⅔
		3349 67
To Int on $3349.67. to Jany 1880.		206.98
" 2/3. of $71.43 recd May 8th 1879		47 62
" Int on said sum to Jany 1 1880		1 78
" 2/3 of rents for year 1879.		33 33
		3633 38
" 2/3 " Taxes for " "	8 60	
" 2/3 " Farm repairs " "	4 00	12 60
1880		$3620 78
To Int on $3620.78 to Jany 1.81		217,64
" 2/3 rents for year 1880	8 60	33 34
		3871.76
" 2/3 Taxes " " 1880	8 60	
" 2/3. Farm repairs 1880	4 00	12 60
Balance due Jany 1 1881		$3859.76
When guardianship closes.		

A H. Fulkerson

To Jennie H. & Sallie K. Dr

To amt due as above Jany 1. 1881.	$3859 76
" Int on $3859.76. to Sept 21. 1882	398 84
" Amt Recd Oct 11. 1881	97 29
" Int on same to Sept 21. 1882.	5 51
To amt carried forwd	4361 40

To amount brot over.		4361 40
" Rents for the year 1881.		33 34
" Interest on same to Sept 21. 82.		1 24
		4395 98
By 2/3. Taxes for 1881.	860	
" 2/3 Farm Repairs for 1881	4 00	
" Amt paid Jennie Sept 21. 1882.	500 00	
" " " Sallie K. " "	500 00	1012 60
		$3383.38
To Int on said sum to March 25 1884		304 50
" 2/3. Rents for 1882.		33 33.
" Int on same to March 25th 1884		2 47.
" Amt Rec'd May 30th 1883.		87 20
" " " Sept 19 1883		51 42
		3862.30
By 2/3 Taxes for 1882.	860	
" 2/3 Repairs " 1882	4 00	
" Amt paid Sallie K. May 30. 83	43 60	
" " " Jennie H. " " 83	43 60	
" " " Sallie K. Sept 19. 83	25 71	
" " " Jennie " " 83	25 71	
" " " Sallie K. March 25. 84	500 00	
" " " Jennie H March 25. 84	500 00	1151 22
Bal. due March 25 1884		2611.08
1/2. of which is due Jennie H.	$1305.54	
1/2 " " " " Sallie K.	1305 54	2611 08

A. H Fulkerson Guardian to

Jo Z Settleman

His words

C

"A. E"

4

At a Court continued and held for Washington County the 25th day of August, 1864.

Ordered that the sum of Three thousand dollars be and the same is hereby appropriated for the purpose of paying the expenses incurred under and by authority of an order of this Court made the 27th day of June 1864, directing Edward M. Campbell to do all things that he may think necessary and proper to prevent the spread of the small pox in this county to employ nurses, medical attendance and needful supplies to those not able to procure them, made a report of his action in the premises, and from the bills presented it shows that $2983,25 has been incurred, and the Court doth order that John G. Kreger pay the said accounts as they are presented. And that John G. Kreger who is hereby appointed a Committee for the purpose, be and he is hereby authorized to borrow the said sum of Three thousand dollars, upon the credit of the County, and issue the bonds of the county for the same, in such sums as he may may think proper, payable within one year with interest from date.

A Copy.

Test:

R. P. Cummings C. C.

C

A Copy

Fee $\frac{25}{100}$

Paid by R H Sewell atty.
Jany 18th 1897.
R. P. Lemming D.C.

"17"

"14"

(5-)

1863 John G. Kreger, Committee (on Small Pox)
In account with Washington County

			Dr		Cr	
Sept.	12th	For this amount borrowed from Cummings & Baltzell, Surv. parts. of Lynch, Cummings & Co. under and by authority of order of County Court made 25th August 1864	2000	00		
"	"	" this amount borrowed from same	1000	00		
"	8th	By cash paid Dr Edward M. Campbell for provisions, medical services &c. Vouch. No. 1			1348	75
"	2nd	" cash paid Norman Crawford " No. 2			65	00
Sept.	30	" " " Alex Boatman " No. 3			290	00
Sept.	13	" " " Dr W.H. Pitts " No. 4			200	00
"	"	" " " Chas. J. Cummings " No. 5			24	00
"	"	" " " Wyndham Robertson " No. 6			37	50
"	"	" " " Thos. P. Stone Admr. " No. 7			842	00
"	"	" " " Mrs. Sarah Stone " No. 8			210	00
"	"	" " " James Vance " No. 9			15	00
			3000	00	3032	25
		By balance due J.G. Kreger, Committee	32	25		
			3032	25	3032	25

A Copy.
Teste:
R.P. Cummings D.C.

John G. Kreger, Committee

Settlement

C

A Copy.

Fee $0 25

Paid by B. H. Sewell
atty, Jany. 13th 1897

R. P. Cummins O.A.C.

"18"

(6)

A. H. Fulkerson Admr. De. bonis non, with the Will annexed of. Joseph C. Baltzell Deceased

	1871.	To the Creditors & Legatees of said Est. Dr		
See sale bill filed with Bill & Bdc.—8		To amount of purchases made by A. H. Fulkerson at the sale of the personal effects of Joseph C Baltzell Dec^d made by Warren M. Hopkins, and which became due. Say January 1. 1868.	66	00
		Interest on this sum to Jany 1. 1877.	35	64.
See J. N. Briggs Receipt & Bd His Letters	2.	To. Amount collected by. J. T. Campbell Atty. on Mary Briggs Debt, supposed to have been received by Fulkerson about Jany 1st 1872.	1800	00
		Interest on same to Jany 1. 1877.	540	00
See Exhibit filed with Depo of Mrs. M. H. Roberts.	3	To sum of Mrs Hopkins Note collected January 22. 1872.	113	84
		Interest on same to Jany 1st 1877.	33	75
	4	To Note of C No Colley paid by Mrs M. H. Hopkins Jany 22. 1872.	33	55
		Interest on same to Jany 1st 1877	9	94
	5	To amt collected from York & Fulkerson Commissions on J. P. Baltzell debt with Interest from Sept 21st 1872.	246	42
		Interest on same to Jany 1st 1877.	63	64.
See Yorks Lett. Ter dated May 29. 1874	6	To. amount collected on Jas L Davis debt May 29th 1874.	100	00
		Interest on same to Jany 1st 1877.	15	50.
See yorks Letter of May 29th 1874.	7.	To Amount supposed to have been collected on Andrew C. Campbell Debt. by & from H. S. Preston. Say. Oct 16th 1875.	126	62.
		Interest on same to Jany 1st 1877	9	49.
	8	To Amount supposed to have been collected on Wm Crowell Debt. $63.75 Wm Fields Estate $54.63 Martin Hagy $28.95 Jacob Tools Estate $75.98 Joel Kaylor $65.05 Say January 1st 1875	288	36.
		Interest on same to Jany 1st 1877	34	60
		Amount of Debits carried over.	$3517.	35

1877

Jany	1.	To. Amount of debits brot over			$3517	35.
		Contra				
	X1	By amt paid W. S Rybum Sheriff's fee bill Decr 2. 1869.	4	00		
		Interest on same to Jany 1st 1877.	1	70		
	X2.	By amt paid Mrs M H Hopkins Jany 22. 1872	500	00		
		" Interest on same to Jany 1. 1877.	148	25		
	X3.	" Amt paid Mrs Mary H Hopkins Aug 1. 1873	300	00		
		" Interest on same to Jany. 1st 1877	61	50		
	X4	" To amt paid costs recovered by ~~J. H.~~ Jno R. Barr Admr. against A H Fulkerson Admr circuit Court Washington Decr 8. 1875	61.	00		
		" Interest on same to Jany 1. 1877	3	89.		
	X5	" Amt supposed to have been paid H. S. Preston, Fee of A. C. Cummings in case of Fulkerson Admr. vs Barr Admr. Oct 16th 1875.	50	00		
		Interest on same to Jany 1st 1877.	3	13.		
	X6.	" Amt supposed to have been paid H. S. Preston Exam. for collecting debt on Andrew Campbell. Oct. 16th 1875	12	66.		
		" Interest on same to Jany. 1. 1877.		91		
	X7	" Amt paid W. G. G. Lowry Clerk. Tax on Administration. May 23 1871	6	00.		
		" Interest on same to Jany 1st 1877	2	02		
	X8	" Amt paid N. Brown Witness. Two Tickets May 1875.	2	50		
		" Int on same to Jany 1. 1877		25.		
	X9	" Amt paid John Barr Sheriff.		50		
		" Int on same to Jany 1st 1877		12.		
	X10	" Amt costs paid Jno A Buchanan Exmr in case of A H Fulkerson Admr vs. Julia A. Baltzell et als. July 26 1875	72	50		
		" Interest on same to Jany 1. 1877.	6.	23		
		To Amount Debits carried forward			$3517	35
		By " Credits " "	$1237	16.		

1877.		Cr		Dr	
Jany 1st	To Amount of debits brot forward			$3517.	35.
	By " " Credits " "	$1237	16.		
X11	" Amt paid Mrs. Julia Battzell Commutation of Dower in the lands of James P Battzell Decd. Sept 14. 1876.	192.	10		
	" Interest on same to Jany 1 1877.	3	42.		
X12.	By this amt commissions to Yorke & Fullerson on $288. 36. supposed to have been collected on debts of Wm Crowell & others Jany 1 1875	28	83.		
	" Interest on same to Jany 1 1877.	3	26.	1464.	77.
		1464	77		
	Balance due by Adm'r. Jany 1 1877			2052	58.

A. H. Fulkerson Adm.
of } Statement of Account
J. C. Buttzell Decd

"A B"

C

(B)

Bristol May 29th 1874

A. H. Fulkerson

Dear Sir:

We need the copies of the Johnston & Campbell receipts. I do not think the Jno. S. Caldwell debt was ever collected. He went into Bankruptcy and the debt was distributed by Carnahan & Kreger proportionately between the partners.

The Andrew Campbell debt you see on the enclosed list & the money to pay it as we understand is in the hands of Henry S. Preston Esqr. who says he will pay soon, at least we suppose the debt named on the list and the receipt to be the same. They may however be different debts. The other debts ~~are~~ receipted for by J. & C. we know nothing of.

You had better notify Joe. Campbell that you have employed us to assist in looking after the claims in his hands so we can go to him with some authority.

Of the enclosed list we have the $120. collected of Jas. L. Davis & send you herewith $100 — The Caldwell debt is reported to us as having been collected by Hopkins —

Nos. 3-4-5-6 & 7 are supposed to be good —

All the remainder below Jas. L. Davis, beginning with Michael Vankuss are not worth anything — We have the notes of all whose names are marked on the list with this X mark. Shall we sue on all or only on those that are supposed to be good?

Some taxes due on the North Fork land which we will pay — small amt. only. On any suit

that may be brought we will have to pay State & county tax.

Please write to Joe Campbell at once as above indicated.

Yours Truly

York W. Fulkerson

Jos. C. Battel

In Ac with Lynch Cummings & Co.

1	To amt. bal of ac as pr Ledger		$4590.07
2	" " on Wm Linwell's debt & Int.		63.75
3	" " Andrew E. Campbell debt & Int.		126.62
4	" " Wm Fields Estate " "	x	54.63
5	" " Martin Hagy " "	x	28.95
6	" " Jacob Toole Est. " "	x	75.98
7	" " Joel Kaylor " "	x	65.05
8	" " Jas. L. Davis " "		120.50
	" " Micheal Vanhuss " "	x	22.31
	" " E. S. Martin " "	x	25.23
	" " Saml. D. Blackwell " "	x	21.84
	" " Jacob Shoemaker " "	x	152.10
	" " Jesse H. Caldwell " "		67.00
	" " Wm Rodeffer " "	x	81.67
	" " Jacob R. Milner " "	x	108.00
	" " Wheeler Jane " "		103.46
	" " John S. Caldwell Judgt.		
	On a note $68.07 due 1st Jany. 1886		136.14
	Int on same $68.07		

The above debts were assigned to Jos. C. Battell's representative by Kregar & Carnahan as the balance due in the settlement made by them of the firm business of Lynch Cummings & Co.

Virginia: In the Circuit Court of the County of Washington,

the 3d day of March 1896,

D. C. Cummings for &c as surviving partner &c

Plaintiff

Against J. K. Trigg Admr of M. T. Trigg dec'd

Defendant

Judgment in favor of the plaintiff against the defendant ~~at the~~ ~~term 189~~ Confessed on the 5th day of January 1871 for the sum of Fifteen Hundred and Twelve dollars and ——— cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 26th day of November 1865, till payment, and the costs. Plaintiff's costs $ 6 27

Subject to the following credits 1868, Feby 24th $100.00 — 1871 December 1st $1800.00

An Extract—Teste.

John M. Kuger Clerk.

Jas W Hunter Plaintiff's Attorney.

ABINGDON PUBLISHING CO., PRINTERS, ABINGDON, VA.

H. Cummings for &c

vs. { Extract Judgment.

T. K. Trigg Admr &c

Jas. O. Hunter p. q.

Fee 35¢

WASHINGTON COUNTY CIRCUIT COURT, Jany Term, 1875.

Ordered that A. H. Fullerson Adm of J. O. Battyel

pay unto N. Bruce ~~fifty cents~~ One & Clar

for 2 days attendance as a witness for self & Sam Hamm,

travelling over ten miles in coming, and the same in returning.

Teste, L. P. Cosby C. C.

B 1.

WASHINGTON COUNTY CIRCUIT COURT, May TERM, 1875.

Ordered that A. H. Huckuson Admr of J. C. Saltzell

pay unto N. Price Owens 50 cts 50 cents

for 3 days attendance as a witness for self in Pers. Admr.

travelling over ten miles in coming, and the same in returning.

Teste, L. P. Cosby C. C.

B. 2.

X 8

J. B. J. H. & S. K. Fulkerson

To B. C. Clark Comr. Revenue Dr

1869 To Transferring 71.99 acres from D. Baltzell Est $1 75

B. C. Clark Comr Revenue

J. B. Fulkerson
& others

$1,75

E 3

Mr. J. B. & J. H. & S. K. Fulkerson — Tax in Washington County for 1869.

Revenue—Personal property, $ Capitation Tax, Salary, Income, , &c.,		
Land, 71 99/100	2 58	
County levy, 80 per cent. on Personal Property,		
80 per cent. on land tax,	2 07	
Titheables, $1.50 each,		
Received payment. D. C. Dunn D.S.	$	4.65

J. B. T. J. H. J. K. Fulherson

Muster Roll 1864-65

13 14

1/2 1/2

Mr. H. H. Fulkerson Admr J. C. Battyll

TO THE SHERIFF OF WASHINGTON COUNTY, Dr.

vs. John D. Cosby Admr"

1842				
March	27	To serving 1 summ"		50
		[redacted]		

H. H. Fulkerson Admr

Received payment, Thos. W. Colley, D.S.
for J. D. Cosby, Sh'l

Balfill
receipt

B 5.

B x

A. H. Emberson
5-7-6

Received of A H Fullerson One dollar Stamp tax and five dollars State taxes on his bond as administrator of Joseph C Baltzell decd

Wm G G Lowry C C

X 7.

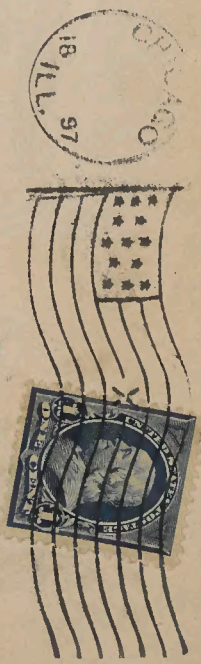
B 6

County Clerks Recd.
For Use to
A H Fullerson Admr of Jos
C Bathgate

Receipt of various
Officers of Washington
County.

Proof of the various notes
of which our note
required, by Plaintiffs

J. P. Duncan
Jonesville
Va.



Received of I.S.Anderson and John R.Gibson, Executors of A.H. Fulkerson, deceased, the sum of Two Thousand nine hundred, and Twenty-seven dollars and Ninty- one cents($2927.91) balance of the fund remaining in the hands of said Executors and due to the Estate of A.H.Fulkerson, deceased, which said sum of money said Executors were permitted to deposit in the National Bank of Bristol,on the best terms to be obtained, by decree entered in the Chancery cause of Jennie H.Baylor et al against Anderson and Gibson Executors &c. et als, on the 11th day of November 1899. The principal of this sum is by said decree set apart for ~~xxx~~ the infant~~s~~ devisees of A.H.Fulkerson,deceased, to-wit: Mary L., Margaret A.,and Martha L. Fulkerson, and upon this sum the National Bank of Bristol agrees to pay three per cent annually, which said interest is by said decree directed to be paid to Ida I. Fulkerson widow of A.H.Fulkerson,deceased. This January 1st, 1900.

The Nat Bank of Bristol
By Jno C Anderson, President

"N. B. of B"

To the Honorable H.A.W.Skeen , Judge of the Circuit

Court of Lee County:-

The undersigned, I.S.Anderson and J.R.Gibson, Executors of the last will and testament of A.H.Fulkerson deceased, begs leave to report, that pursuant to a decree rendered and pronounced in the Chancery cause of Jennie H.Baylor and another against I.S.Anderson and John R. Gibson Executors &c., on the 11th day of November 1899, they were directed or permitted to deposit the sum still remaining in their hands arising from the sale of the lands of A.H.Fulkerson deceased, in the National Bank of Bristol on the best terms they could obtain, take a receipt for the same and report their action to a future term of this Court, they on the 1st day of January 1900 [redacted] deposited said money in the [redacted] National Bank of Bristol, took a receipt for the same which they file herewith as part of this report marked "N.B.of B." The best terms obtainable was three per cent interest. This is a very small rate of interest and less than said money ought to yield. If a guardian was appoint for the infant children of A.H.Fulkerson, who would take charge of said money, or if a receiver was appointed to handle it, said money could doubtless be made to yield 6% annually, but up to this time your undersigned have learned of no steps being taken by the parties interested to this end, and they are unwilling to be longer charged with the care of or responsibility for said money.

Very Respectfully Submitted.

March 7th, 1900.

Anderson & Gibson Executors
of A. H. Fulkerson Will

Jennie H Baylor et als

vs. } Report of Sales
} Executors.

J. S. Anderson & J. R. Gibson
Executors &c. et als

Filed March 7th 1900
A. B. Murray Clerk

Jennie H.Baylor and Sallie K.Carr
vs.
I.S.Anderson and John R.Gibson Ex'ors. &c. et als

To the Honorable W.T.Miller Judge of the Circuit Court of Lee County Virginia:

By a decree pronounced and entered in the above styled cause, on the 5th day of Nov. 1897, the undersigned former commissioner in said cause was directed to state and settle the executorial account of the said I.S.Anderson and J.R.Gibson executors of the estate of A.H.Fulkerson deceased, showing what sums have gone, or by due diligence could have gone into their hands; what ~~xxx~~,were and are owing by said executors and what debts are due by the said estate, to whom due and their priority; and to report any facts deemed pertinent by himself or required by any interested party.

In order to perform the duties thus imposed upon me by said decree I gave to all the parties whom I knew to be interested, notice, either in person,or by letter that I would sit in my office in Jonesville,on Monday the 4th day of January 1898, to hear proof of debts against said estate to settle said administration account and generally to perform all the duties required of me by said decree. On that day Messrs. Anderson and Gibson appeared before me and furnished me with the names of all persons known to them as having claims against the estate of Mr. Fulkerson; they also furnished me with the information as to the available assets of said estate. Not being able to get proof of all the de debts and said ~~administrator~~ executors desiring to make settlements with certain parties for services rendered them as executors,I continued the matter until the 24th day of Jan. 1898 when I again took it up and on that day and succeeding days up to this date I completed the duties assigned me and herewith file the result of the same.

I first proceeded to settle the executorial account of the said Anderson and Gibson, and in doing this I found that said executors on the 1st day of March 1897, had made an exparte settlement of their account before John A.G.Hyatt commissioner of accounts for Lee county, in which Mr. Hyatt had charged them with $1145.82 received by them from various persons prior to that date,and in which he gave them credit

for twenty-four items agregating $826.48, vouchers for which are filed by him as marked in the margin of his statement, from one to twenty-four inclusi ve, and in which he gave them credit for $82.64, being 10% on the $826.48 disbursed by them. This resulted in showing a balance of $236.70 in their hands on the 1st day of March 1897. I have looked over thi s exparte settlement very carefully and find no reasonable objection to the same and therefore adopted it as a basis upon which to begin my settlement.

And starting upon said basis I charged said executors with said sum of $236.70 balance in their hands on March 1st as aforesaid, and I futher charge them with the sum of $4987.68 recieved by them between the 1st day of March 1897 and the 25th day of Jan. 1898. The items of this charge are shown by an inventory signed by said executors and filed with said settlement marked "AX" which makes a total of charges against them of $5224.38. I then gave them credit for seven items amounting to $4424.18, vouchers for which are filed herewith marked as in the margin from 25 to 31 inclusive. I then gave them 10% commission on the $236.70 balance of the personal fund in their hands March 1st 1897, and five per cent commission on the $4987.68 shown in inventory "AX" which results in showing a balance in their hands of $527.14. It will be noticed that I have not charged said executors with interest on the balance in their hands March 1st 1897, nor with interest on the sums received by them as shown by said inventory. I did not do this because as I understand the proceedings had in your Honor's Court in this cause and on a petition filed by said executors, they could not use said money safely. But it will be seen that on said inventory "AX" I have charged them with $17.50 for interest collected on Jan. 13th 1898 from J.O.Gibson & Co. for money loaned them. Said executors also informed me that at one time they placed in The Bank of Bristol the sum of $700 on which said bank agreed to pay them 4% interest. A part of said money is still in said bank, they have made no settlement with it, and do not know the exact amount of interest to which they will be intitled from said bank. Said sum of interest can hereafter be charged to them. It will be noticed that I have given said executors credit for commissions on their receipts and not on their disbursments, and therfore said sum of $527.14 all belongs to said estate.

The exparte settlement made by commissioner Hyatt is filed herewith marked"ABC". The settlement made by me is marked"ABD".

I then proceeded to ascertain the debts still due and owing by the estate of A.H.Fulkerson deceased,and I file herewith a list of the same marked "ABE". The first is a judgment in favor of Jennie H.Baylor, the principal with interest calculated down to the 1st day of March 1898 is $825.81 including $2.04 costs. A transcript of said judgment is filed with said statement marked "A".

The next debts are five notes all of which were executed to C.H.Baylor by A.H.Fulkerson in his life-time, copies of said notes are herewith filed marked "B,C,D,E,F," Mr Baylor also presented a judgment in favor of Moses R.Wolf and assigned to him. The total of said five notes and judgment due Mr. Baylor with interest calculated to the 1st day of March 1898 is $1455.45.

The next allowance is marked "H" and is a note executed by the said A.H.Fulkerson i n his life-time to Henry J.Morgan and amounts principal and interest on the 1st day of March 1898 to $1894.95.

The next item is a judgment of the chancery Court of Clabourn county Tenn. against R.F.Carr and I.S.Anderson and J.O.Gibson executors of A.H.Fulkerson deceased rendered on the 12th day of Oct. 1896 for $1215.50. This judgment with interest calculated down to March the 1st 1898 and costs amounts to $1330.79. A copy of said judgment ~~of said judgment~~ as rendered by said Tenn. court is herewith filed marked "I". It will be noticed that the Tenn. judgment was rendered on a note executed by R.F.Carr to A.H.Fulkerson and indorsed by the said Fulkerson to The Bank of Cumberland Gap and said judgment is for the gross sum of $1215.50 which includes $105.00 of interest and $110.50 of attorney's fees. I have allowed interest from the rendition of said judgment on the gross sum of $1215.50. I have done this because as I understand the law a judgment always bears interest from the date of its rendition if no other time is fixed.

Item "J" is a note in favor of C.F.Smith executed by A.H.Fulkerson in his life-time which with interest calculated down to March 1st 1898 amounts to $411.75.

Item "K" is a note executed by the said Fulkerson in his life-time ~~to John D.H. Gra~~

to John D.Morgan which with its interest down to the said 1st day of March 1898 amounts to $28.08.

Items "L,M,N,O" are small justice's judgments rendered against Anderson and Gibson as executors the amounts of which principle and interest and the persons to whom due are shown under their proper letters.

Item "P" is a small account in favor of N.L.Callahan and amounts principle and interest on March the 1st 1898 to $3.57.

Item "Q" is a small account in favor of D.L.Wolf and amounts principle and interest to $1.10 . This account is not very well proved, in fact not proved at all, except by the oath of Mr.Wolf. But Mr.Anderson the executor who lives in the neighborhood tinks the account is right and did not require any fuller proof. I have no doubt from what he tell me that Mr. Wolf could prove his account and the costs of doing so would have been more than the debt. Hence I allowed it without requiring full proof.

Item "R" is a bequest made by A.H.Fulkerson in his last will and testament to his daughter Mrs. Henrietta E.Beaty for the sum of $300.00 and I have allowed her interest on said sum from the 20th day of April 1896, and have calculated the same down to the 1st day of March 1898, making a total as of that date of $355.50. The reason why I have fixed on the 20th day of April 1896 as the day from which said bequest or legacy shall draw interest, is that Col. Fulkerson directed that the fund to pay said legacy should be raised from a sale of his lands, ~~the~~ these lands were sold on the 20th day of April 1896, notes for the purchase price taken bearing interest from date. Such being the facts I think it only proper that this small provission made by Col.Fulkerson for his eldest daughter should bear interest from that date. This results in showing that the total indebtedness of Col.Fulkerson's estate will be $6347.55 on the 1st day of March 1898. Some of the small Justice's judgments have not been handed to me but the amounts and times from which they bear interest were furnished me by Mr. Anderson The original notes have been shown to me and are now under my control but I have filed accurate copies of them instead of the originals fearing that they might accidentally get lost. These notes will be filed

whenever directed by the Court or whenever desired by any party interested

I have filed a supplimental statement or recapitulation of the indebtedness marked "ABF" which shows the principal, interest and total amount of all the debts still owing by said estate in seperate columns

I have prepared another list which shows a summary of the assets belonging to said estate in the hands of the said executors and available for the payment of debts when collected, and file the same herewith marked "ABG", the total of which with interest calculated down to the 1st day of March 1898 amounts to the sum of $10,865.60, this is composed of two notes on William P. Weston for the the sum of $216.66, each, bearing interest from the 20th day of April 1896, till paid, and two notes for $4433.33 each on C.F. Smith each bearing interest from said 20th day of April 1896, and the $527.14 shown to be still in the hands of the said executors. It will thus be seen that there will be a surplus after commissions and costs are all paid of some $3500.00 or $4000.00 after paying all the debts thus reported. But nearly half of this money will not be due till the 20th day of April 1899. But should the affairs of said estate get in a position that the money can be paid out, safely, by said Executors, I am informed that it can all, or mostly so, be collected at any time.

Item "A", the judgment in favor of Jennie H. Baylor the same being due by Col. Fulkerson in his fiducary character, as guardian of the said Jennie is first in priority. Items "B", "C", "D", "E", "F", "G" "H", "I", "J", "K", "L", "M", "N", "O", "P" and "Q" are all of equal dignity are second in point of priority. Item "R" which is the bequest in favor of Mrs. Beaty is third in point of priority.

January 28th 1898.

Respectfully submitted

C. T. Duncan Commissioner.

Jennie H Baylor

vs. } Report of Comm
} with list of debts &c

J. S. Anderson et al. Exors &c

Filed January 28th 1898
A. B. Minney Clerk

March Term 1901 Decree
Final Order Book
No 6 Pages 523 & 524

Commissions fee $30.00

0 0 3 8 6 9 1 7
9 11
0 0 3 8 1 C H

Jennie H Baylor et als
vs
Anderson & Gibson, Executors et als.

Report of Receiver D. S. Anderson

To the Hon H. A. W. Skeen
Judge of the Lee Circuit Court.
The undersigned who was appointed Receiver in this cause at the last November term of this court, begs leave to report that having duly qualified, he took charge of the funds in the National Bank of Bristol, which fund amounted on Nov 24th 1900, the day of my settlement with the bank, to $2877.62, of which $87.11 was interest & the balance principal, and I paid over to Mrs Ida J. Fulkerson said sum of $87.11 and took her receipt for same. On said date Nov 24-1900 I paid to J. W. Lynn $2000.00 and took his notes payable to me as Receiver as follows: 5 notes for $143.40 each dated Nov 24-1900 and due on ~~Dec~~ Sept 10th 1901, '02, '03 '04 & '05 respectively, all bearing 6% interest from date which is made payable annually on Sept 10th and one note for the residue of said $2000.00 to wit $1283.00 dated Nov 24th 1900 and payable 5 years after date with interest payable annually on Sept 10th. To secure this sum I took

a deed of trust on improved real estate in the city of Bristol, Tenn, the title to which was passed as all right by an attorney, and which I am satisfied is ample security for the said loan. The deed provides for Insurance to be carried to cover the loan and for payment of taxes and for right of sale in any default -

On same date I paid $1.75 recording fee for said trust deed - On Dec 10th 1900 I paid W.E. Wynn, Dept Treasurer of Lee County, $35.24 for the taxes assessed against this friend & I hold his receipt. On Dec 14th I paid $1.00 for stamps - On Jany 1st 1900, I paid to Goodloe Bros. of Big Stone Gap, Va $700.00 & took their ~~receipt~~ note bearing date said date and due five years after date, with interest payable annually on Jany 1st at the rate of 6% per annum, with condition for ~~foreclosure~~ the whole amount to become due if payment of any instalment of interest be in arrear for 30 days, which note is secured by deed of trust on improved real estate in the town of Big Stone Gap, Va, the title to which was passed by an attorney and which property I am satisfied is ample security for said sum - This deed also provides for Insurance & payment of taxes on the property. This note is signed by J. M.

W. T. & E. E. Goodlow -

This leaves in my hands $46 52 which I hold in deposit to cover costs and any thing else which I may be directed by your honor to pay -

I beg to submit to your Honor the question of taxes, whether the $35 24 paid as aforesaid to W. E. Wynn for 1900 taxes and the annual taxes hereafter accruing on this fund shall be charged to Mrs Ada L. Fulkerson or to the corpus of this fund. Also the question of paying the subsequent costs in this case, my own commissions, and future settlements -

Respectfully Submitted
Isaac S. Anderson

March 4th 1901

Jamie H Baylor et als

vs } Report of
} Receiver
} L. S. Anderson

Anderson & Gibson, Exrs et als

Filed March 1901

To the Honorable H.A.W.Skeen, Judge of the Circuit
Court of Lee County, Virginia:

Jennie H.Baylor and Sallie K.Carr

Vs.

I.S.Anderson and John R.Gibson Executors &c.et al.

By a decree pronounced in the above styled cause on the 5th day of November your undersigned who had been formarly appointed a commissioner in said cause was directed to state and settle the Executorial account of I.S.Anderson and J.R.Gibson Executors of the last will and testament of A.H.Fulkerson, Deceased; to convene the creditors and ascertain the amount due ~~said~~ ~~xxx~~ by said estate, to whom due and their priority, and to report any facts deemed pertinant by himself or required by any interested party.

Your Commissioner partially performed that duty and filed the results of his work and a report thereof on January the 28th, 1898. That report shows the balance then owing by said estate and settles the account of said Executors up to that time, and resulted in finding a balance in said Executors' hands as of the 1st day of March, 1898 of $497.14.

At the request of said Executors your commissioner has made a final settlement of their account, and filed herewith the result thereof marked "B.D.C.". This settlement consists of two parts, one for the year 1898 and the other for the year 1899, ~~andxixxx~~ upon an inspection of which it will be seen that I first charge said administrators with the sum found in their hands unaccounted for in statement "A.B.D." with my former report and I then charge them with amounts collected during the year 1898 shown on inventory herewith filed marked "B.X." five thousand two hunders and eight dollars and ninty-seven cents ($5208.97) making a total sum to be accounted for of $5706.11. I then give them credit for $260.44 being 5% commission on $5208.97 receipts for the year. I then give them credit for various sums paid out by them on the indebtedness of said estate, vouchers for which are filed marked as in the margin from 33 to 43 inclusive. This results in showing that they had overpaid the sums which came into their

hands during the year 1898 the sum of $686.43. I then make another statement for the year 1899, charging said Executors with the sum of $5749.71 amounts received during the year 1899, which is shown on an inventory filed herewith marked "B.Y." I then give them credit for the over-payment of $686.43 for the year 1898, and for the sum of $287.48 being 5% commission on $5749.71. I then give them credit for various payments made by them, vouchers for which are filed, numbered in the margin from 44 to 54 inclusive which results in showing balance in said Executors' hands after the payment of all debts and charges of $3238.28.

I am required by said decree to report anything deemd pertinent by myself or required by any of the parties interested. The Executors request me to give an opinion as to what disposition shall be made of the money still in their hands. To do this correctly requires a careful examination of the will of the testator, A.H.Fulkerson. By the fourth and fifth clauses of his will said testator directs that his timber which he was then engaged in manufacturing into lumber and his Spangler farm should be devoted to the payment of his debts, and for that purpose he directs his said Executors to sell his said Spangler farm on such time as they should judge would be most conducive to the interest of his estate. The sixth clause of said will directs that in the event that the proceeds of the sale of his timber and lumber and the proceeds of the sale of the Spangler farm should prove insufficient to pay and discharge his debts then that his Executors should sell so much of the eastern end of his home farm as would be sufficient added to the proceeds of the sale of his lumber and the Spangler farm to make a sum sufficient to pay his debts. Said testator in his life time converted his timber into lumber and used the proceeds himself so that, that fund was not available under the will for the payment of debts The Executors then sold on April the 20th, 1896, on a credit of one, two and three years with interest from date on all except $25.00 the Spangler farm, and it brought $675.00, a sum very far short of enough to pay the testator's debts. At that time the estate was not in ~~a condition~~

such condition that the Executors could tell with any certainty the amount of money that would have to be raised from a sale of the eastern end of the home place, but upon making a careful observation of the farm and being informed that the testator himself had shortly before his death expressed a desire to sell and in fact attempted to sell all of his land east of the lane, running from the Poor Valley to the main road and thence with the main road to ~~the xxxxx~~ Martin's creek and with the creek for a short distance and then with the mill road to his southern line and after consulting the widow and she giving her consent thereto, said Executors determined to sell that boundary. This piece of land thus sold contained about 447 acres and was purchased by C.F.Smith at the price of $13,500.00. of this sum Mr.Smith paid down in cash the sum of $200.00, and executed his three notes for the sum of $4,433.33 each due respectively in one, two and three years and bearing interest from date.

It will be noticed that I have given said Executors credit for the following sums paid to the widow of said testator, to-wit, $150.00, $200.00, $143.40 and $250.00, shown by vouchers 46, 47, 48 and 49, and aggregating the sum of $743.40. Of this sum $250.00 was for a fee paid to P.G.Fulkerson in the Chancery cause of Baylor and Carr against said Executors. Mr Fulkerson acted in the dual capacity of attorney for the widow and guardian ad litem for the three infant children. I am personally cognizant of the sevices rendered by him and his fee is a reasonable one, and at least one half of it should be borne by the infants. When this sum of $743.40 is added to the sum still in the hands of said Executors we have an aggregate of $3981.68 form which, if I am right, in the position that one-half of Mr. Fulkerson's fee should be borne by the infants, we must deduct the sum of $125.00 which leaves a net sum after the payment of debts, charges of administration, attorney's fees and costs of $3856.68, of the sales of land off the eastern end of the home place, together with its accumulated ~~in other words the Executors sold that much~~ value to this time of land from said home place more than the will directed them to sell.

By the eleventh clause of his will said testator ~~devised~~ bequeathd to his wife Ida I.Fulkerson, during her life, all of his household and kitchen furniture,farming untensils and implements, and all of his live stock, except such as might be thought proper to sell in order to pay the debts, funeral expenses &c., and he made his said wife the judge as to the propriety of sales. In the exercise of her judgment she kept all of said personal property thus bequeathed to her except one horse. By the twelfth said testator devised to his wife, during her natural life, the use, occupation, rents and profits of his farm left after the payment of debts,costs of administration and funeral expenses, and he declares that he makes said provision ~~for~~ in order to enable her to raise,maintain and educate his three youngest daughters, to-wit, Mary H Margaret A. and Martha L.Fulkerson, and by the thriteenth clause of his will said testator devised to said three daughters the fee simple of all the real estate, the use of which he had devised to his said wife. This will bears date on the 8th day of October, 1893. On the 3rd day of January,1896, and very shortly before his death,said testator added a codicil to his will, the first clause of which, is as follows," All the interest and property willed and devised to my said wife, Ida I. Fulkerson, is willed and devised on the condition that she remains my widow; and, should she marry again, she is to have no interest or part in my estate.". The second clause of said codicil is as follows," I further direct that in the event my said wife, Ids I.Fulkerson, should think it best to sell the remainder of my real estate and reinvest it somewhere else, it is to be invested for the benefit of herself and my three daughters Viz. Mary H.Fulkerson, Margaret A.Fulkerson and Martha L.Fulkerson, and hereby grant her that right. I hereby revoke anything in my will above written in conflict with this codicil."

Your commissioner is of opinion that under this will the widow of A. H.Fulkerson takes a contingent life estate in the property devised and bequeathed to her, that is a life estate which may be defeated,by the happening of the condition mentioned,to wit,her marriage. But until that event happens,if it ever does, she is entilted to all the use

ocupation and enjoyment of the personal property and real estate so devised and bequeathed to her, but at present we are only interested with or in the real estate.

If the Executors had not sold more land than was required for the payment of debts, the widow would have been entitled to the rents and profits of that which was sold from which said over-plus arises, consequently I am of opinion that she is entitled to the use of said over-plus during her life or widowhood, but only to the use of it, that is to yearly interest upon that fund, that she cannot take any of the fund itself, that it must remain for her children.

The next question to be considered is the time from which she is entitled to this yearly interest. The land was sold on the 20th of April 1896, she was deprived on that day of the use, rents and profits of the land from which said fund or over-plus has arisen, and consequently it seems to me she is entitled to interest from that time.

In order to see exactly how much, too much, land said Executors sold I made a calculation of the indebtedness of A.H.Fulkerson on the 20th of June 1896 to which I added the costs accumulating down to the present time charges of administration, attorney's fees &c. and subtracted the same from the sales made of the home place and find that they sold $3224.00 to much.

As before stated the widow, in my opinion was entitled to the interest on this excess, especially as long as it bore interest, which was till the 20th of June 1899. This interest amounted to $580.32 to which I have added ~~the~~ $43.00 the interest which the Executors have received from Nathional Bank of Bristol on deposits since June the 20th 1899 which makes $623.00. It will be noticed thart said Executors have paid her $618.40 leaving the sum of $4.64 due her, but this is only a very small matter, hardly worth taking into account in as large a matter and one of as much difficulty to adjust, but if the Court directs it to be paid to her, there will be left the sum of $3223.64, from which must be deducted a sum sufficient to pay for the recording of the Executors' settlement, which I estimate to be $8.64 which leaves a net sum of $3225.00 which belongs to the three children of the tes-

~~tator to whom the r mainder in his estate.~~

tator to whom the remainder of his estate was devised .

I am informed by said Executors that a year or two or perhaps three, before his death, that said Fulkerson had the life of his wife Mrs. Ida I. Fulkerson insured in the Mutual Life Insurance Co. of New York or the Equitable Life for the sum of $3000.00, and that this policy is for the benefit of his three daughters Mary H., Margaret A. and Martha L. Fulkerson. This is a twenty-payment life policy and the annual accruing premiums on it is $143.40, and there has been paid as I am informed five, six or seven payments. I think this is a good investment and should be kept up, but I fear from the information which I get and from my knowledge of Mrs. Fulkerson's ability and resources that she cannot keep it up off of the farm devised to and the income or interest on the $3225.00, upon which she will be entitled tointerest , and at the same time support maintain and educate her three daughters as she is required by said will to do, and I am further led to this conclusion from the fact that she had to borrow from I.S. Anderson one of said Executors a sum sufficient to pay the premium for 1898, and the sum charged to her of $143.40 being voucher 49 filed with my report, was money advanced to her by said Executors forthe purpose of paying the premium for 1899. In addition to this on the 8th of June 1898 said Executors loaned Mrs. Fulkerson the sumof $75.00 to pay taxes on the land devised to her and to make some necessary improvements. They hold her note for this sum and it constitutes a part of the $3225.00 of surplus remaining in their hands.

Attention has already been called to the fact that said testatorgive to his widow the power to sell his entire landed estate devised forlife to her and remainder to his daughters, and to reinvest ex said fund for the benefit of he self and daughters. She gave her consent to the sale of the excess of land over and above a sum sufficient tepay debts &c. It seems to me that this life policy is the very best investment she could make, especially for her daughters, I therefore think that the premiums on said life policy should be paid out of said sum of $3225.00 belonging to said daughters.

It follows therefore, if I am right that the premiums on said life policy should be paid out of said sum of $3225.00 above shown to still be in the Executors' hands, that the note for $143.40 executed by the widow for money borrowed to pay the premium on said policy in 1898, should be paid out of said sum.

The $75.00 note held by said executors against said widow should be paid by her out of the first interest that will be due to her.

All of which is respectfully submitted.

C. T. Duncan
Commissioner.

My fee for making this settlement and report is $20.00 which has been paid to me by said Executors and credited to them in their final settlement.

Jennie H Baylor et al

vs. } Final Settlement

Anderson & Gibson Ex

Filed Nov 9th 1899
A B Munsey Clerk

Recorded in Set of
Fid No 4 p. 26-44

John R. Gibson and J. S. Anderson
Executors of the last Will and Testament of
A. H. Fulkerson deceased.

1897.		To the Creditors and Legatees of said Fulkerson		Dr.
March	1st			
		To this sum cash on hand at death of decedent		$ 53.10
		" " " Bal. collected on Wm. Eldridge note		1.73
		" " " collected on Frank Arthur "		5.00
		" " " " " land sale W. P. Watson		25.00
		" " " " " Mose Cole note		3.50
		" " " " " on land sale to Creed Smith		200.00
		" " " " " John Rosenbalm note		10.65
		" " " " from A. L. Pridemore Atty R. R. money		837.34
		" " " " Bal. on R. Deal note		2.40
		" " " " " " Frank Arthur note		5.00
		" " " " " " Mose Cole "		2.10
		" " " Total Charges to March 1st 1897.		$1145.82
	1	By this sum paid T. H. Gibson for work done	1.50	
	2	" " " " Same as N. Pike.	.50	
	3	" " " " Same for labor.	10.00	
	4	" " " " Dr. J. D. Morgan acct.	35.00	
	5	" " " " A. M. Keine Printer	16.00	
	6	" " " " L. T. Hyatt for copying	1.50	
	7	" " " " C. E. Baylor, funeral Expenses	48.00	
	8	" " " " Dr. W. E. Morrison acct	8.00	
	9	" " " " A. L. Pridemore Atty	2.50	
	10	" " " " Same " vc	625.30	
	11	" " " " J. A. G. Hyatt late clerk	24.21	
	12	" " " " A. B. Munsey witness	.50	
	13	" " " " S. V. F. Richmond Clerk	2.25	
	14	" " " " Same "	17.72	
	15	" " " " C. T. Duncan Court.	10.00	
	16	" " " " N. M. Dettor witness	.75	
	17	" " " " Sam. Keller Constable "	1.50	
	18	" " " " Mrs. C. Harris wit	.50	
	19	" " " " H. F. Ramsey acct.	2.50	
	20	" " " " John M. Kreger C.C.	.75	
	21	" " " " J. S. Anderson acct.	10.00	
		Amounts forward	$818.98	$1145.82

1897				
March 1		To this sum debits brought over		$1145.82
		By " " credits " "	$818.98	
	22	" " " paid Sub. to Christian Observer	3.00	
	23	" " " " for settlement	2.50	
	24	" " " " " recording "	2.00	
		By 10% com. on $826.48 disbursed	82.64	
		" this sum in account for to square	$236.70	$1145.82
1897				
March 1		To this sum in Executors hands to square		$236.70

Statement

$ 826.48

J. O. Gibson & Co.,
Dealers in General Merchandise, Dry Goods,
Clothing and Millinery,
JONESVILLE, VA.

JONESVILLE, VA. April 20th 189 4 No.

Powell's Valley Bank,

Pay to the order of G. H. Gibson $ 1.50

One and 50/100 Dollars.

For Writing deed and taking acknowledgement
Weston Deed

Anderson T. Gibson Cashier

Louisville Lith. Co. Louisville, Ky.

(1)

F. H. Gibson

J. O. Gibson Pres

Jonesville, Va. May 12 1896 No.

POWELL'S VALLEY BANK

Pay to T. H. Gibson or Order $ 50 00

Fifty & cents Dollars

McKoowledge & Dreadland Smith

Anderson & Gibson Executors

1299

(2)

G. H. Gibson

R. H. Markham

Jonesville, Va. May 23 1896 No. 6

POWELL'S VALLEY BANK

Pay to T. H. Gibson or Order $10 00/100

Ten Dollars

For services from Jany 23/96 to Feb. 23/96

Anderson J. Gibson Executor

1292

3

T. H. Gibson

Jonesville, Va. May 14 1896 No.

POWELL'S VALLEY BANK

Pay to Dr. J. L. Morgan or Order $35.00/100

Thirty five Dollars

Doctor Bill A. H. Fulkerson

Anderson & Gibson.

1299

J D McGee

Pay to Danville
Valley Railroad

J D McGee

The Estate of A. H. Fulkerson Decd

To John D. Morgan — — Dr

1895	Jany.	To medical attention to self for broken arm this sum	$ 7.00
1895		To medical attention to " " Pattie and medicine for Mary	3.00
"			
" – 96	Decr. & Jany.	To medical attention to self for broken leg & Typhoid fever	25.00
1896 March	1st	Amount due this date — $	35.00

County of Lee }
State of Virginia }

This day personally appeared before H. C. T. Richmond Jr. The undersigned Notary Public J. D. Morgan and made oath in due form of Law that the above account of thirty-five dollars against the estate of A. H. Fulkerson Decd is just true and unpaid.

Given under my hand and seal this March 5th 1896.

H. C. T. Richmond Jr. N. P.

$35 00/100

Received of Anderson Gibson thirty five dollars amount of this bill.

May 14/96. J. D. Morgan

Paid May 14/96.

A. H. Fullerson Deed

Acct

$35.00

Acct $35.
Note " 18
Interest " 8
Amount $61.

No. 2 Jonesville, Va. June 9 1896

Powell's Valley Bank

Pay to the order of South West Virginian $16.00

Sixteen Dollars

for advertising land.

Anderson & Gibson Exors.

for Gibson

THE A.M. SPEED CO. 52 DEY ST. N.Y.

Southwest Virginia
By A. M. Gow,

J. A. Gibson & Co

J. O. Gibson & Co.

Jonesville, Va., June 9th, 1896.

RECEIVED FROM J. R. Gibson & J. S. Anderson, Ex'ors of the last will of A. H. Fulkerson Dec'd, Sixteen - Dollars

For advertisement of sale of land.

Southwest Virginian

Pr A. M. Goins.

$16 00/100

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

(54)

Southwes Va

To } Rect 16 ff

Anderson v Gibson

Exr

No. 1 Jonesville, Va. June 6th 1896

Powell's Valley Bank

Pay to the order of L. J. Hyatt $1.50

One & 50/100 Dollars

for copying answer to Jennie Baylor & Kate Van Bibe

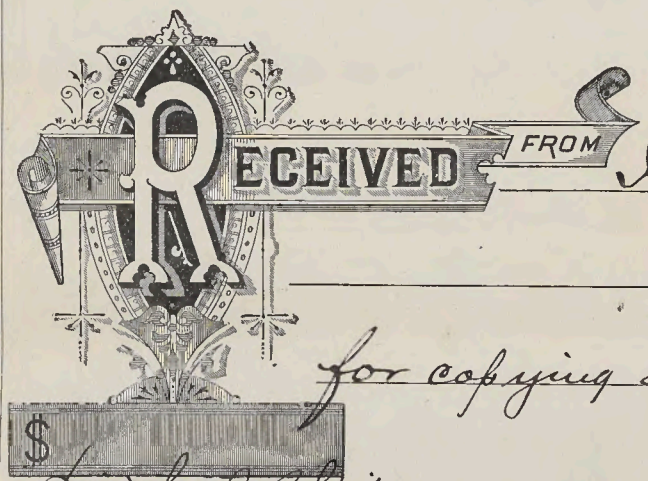
Anderson & Gibson Exrs.

By Gibson

THE A.M. SPEED CO. 52 DEY ST. N.Y.

L. T. Myatt
J. A. Gibson VEO

J. O. Gibson & Co.



Jonesville, Va., May 27 1896

RECEIVED FROM I. S. Anderson & J. R. Gibson, Exrs.

One & 50/100 Dollars

for copying answer in Baylor & Carr case

L. T. Hyatt

Paid by J. R. Gibson

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

6 L. J. Hyatt

Z } Recd 1.50

Anderson & Gibson

Exors.

Jonesville, Va. June 8, 1896 No.

POWELL'S VALLEY BANK

Pay to C. E. Baylor or Order $48.00/100

Forty eight Dollars

Funeral expenses for
A. H. Fulkerson.

Anderson & Gibson. Executors.

1299

For her only
on each
Chas O Baylor

May 8th 1896

M. A. H. Fuckerson Estate

BOUGHT OF To C. E. Baylor

For Funeral Expenses

Terms:

1896 Dr

Jany 7th To	1 Suit Clothes	12	
"	1 Under Shirt 125 1 Dress Do & Cap	225	
"	1 Pr Drawers	50	
"	1 Pr Shoes 300 1 Pr Socks 25	325	
"	1 Coffin 1 Case & 1 Silver Motto	30	$48 00

Virginia Lee to wit

This day personally appeared before me Chas. E. Baylor in my co & state aforesaid and made oath that the above acct is just and unpaid

Given under my hand and seal this 21 day of May 1896

William H. Speak
Notary public

Estate

A. H. Fuckerson

In acct

C. E. Baylor

$48 00/100

of Anderson & Gibson Exrs.

Rec'd the within amt in full for Funeral Expenses of A. H. Fuckerson

This June 13/96

Chas E. Baylor

Jonesville, Va. July 9 1896 No.

POWELL'S VALLEY BANK

Pay to Dr. W. E. Morrison or Order $ 8.00/100

Eight Dollars

Doctor Bill N. H. Fulkerson

Anderson & Gibson Executors

1292

(20)

W. C. Morrison.

G. P. Gaut

Pay _____

Cashier, or Order.

BANK of CUMBERLAND GAP,

CUMBERLAND GAP TENN.

J. H. QUILLEN, Cashier.

Pay to the order of

Any Bank or Banker,

HOLSTON NATIONAL BANK,

OF KNOXVILLE, TENN.

JOSEPH P. GAUT, Cashier.

STATEMENT.

CUMBERLAND GAP, TENN., July 1st 1896

Mr. A. H. Fulkerson Dec'd

To W. E. MORISON, Dr.

Jan 1 To Visit & Consultation $8 00

State of Tennessee }
County of Claiborne }
Wm E Morison being duly sworn upon oath states that the above and foregoing account against Estate of A. H. Fulkerson Dec'd is just, correct and due him for medical services rendered to deceased in his last sickness — further affiant saith not

W E Morison

Subscribed and sworn to before me this July 1, 1896
C W Wakemouth
Notary Public

Received of Anderson & Gibson Exs the amount of this Bill
July 9/96.
W E Morison

Dr. W. E. Morrisons
{ Account $8 00/100
A. H. Fulkerson Dec
Paid July 9/96.

8

GEO. W. WILTZ
CLERK
CIRCUIT COURT

No. _____ Jonesville, Va. Dec 2nd 1896

Powell's Valley Bank

Pay to the order of A. L. Pridemore Atty $2 50

Two + ~~+ + + +

A. L. Pridemore Atto
J. D. Gibson Atto.

Received of John R. Gibson and J. S. Anderson two dollars & fifty cents the legal fee taxed in the law suit of A. H. Fulkerson against L. & N. Rail road Company.

Dec. 2d 1896.

A. L. Pridemore
Atty for Fulkerson.

(9) 9

A. L. Poulemere

To Receipt

$2.50

Gilbert Anderson

Exrs

Dec. 2/1896

#496.22

On this day of date I promise to pay Patrick Hagan Four hundred and ninety six dollars & twenty two cents and as this debt waive the benefit of my Homestead exemption. Witness my hand & seal this Sept. 14th 1891.

A. H. Stickerson (Seal)

The within Patrick Hagan Deceased

1893

Oct 10th Cr by Cash
in Check on Powell
Valley Bank this day
drawn in favor of
A. L. Prickmire $200.00

No. _____ Jonesville, Va. Dec 2" 1896

Powell's Valley Bank.

Pay to the order of A. L. Pridemore $625.80

Six hundred twenty five + + + + + 80/100 Dollars

Hagan note & fees

Anderson & Gibson Exrs.
of A. H. Fulkerson's will.

THE A.M. SPEED CO. 52 DEY ST. N.Y.

A. L. Poidemore

A. H. Fulkerson
To A. L. Pridemore Dr.

1896 July	To services rendered for him in the defense of a suit brought by Jones and Wolfinberger against him in the Circuit Court of Lee County. To be paid out of Rail road recovery.	$50 00
1896 July	To fee in prosecuting a suit in Circuit Court of Lee County against L. & N. Rail road ~~to~~ recovering a a judgement for $800 00 ---	$50. 00
		$100. 00

1896 July, John R. Gibson and Isaac S. Anderson executors of A. H. Fulkerson dec'd
To A. L. Pridemore Dr
To legal services rendered in Court of appeals on the Rail road matter $50. 00
Paid J. H. Fulton for them in Court of appeals July 11th 1896 50 00
$100. 00

(over)

Received of John R. Gibson and J. S. Anderson, two hundred dollars and should Col. A. H. Fulkerson's estate not pay the first two items in full then I bind myself to refund to them, so much as will make me equal to other Creditors of like dignity - should the Court decide that the same has not priority and should be paid in full The last two items, being expenses incured by them for the recovery of the rail road debt I claim are to be paid in full but should the Court decide otherwise I will pay back on them, such sum as the Court having Jurisdiction thereof may direct. Witness my hand and seal this Dec. 2nd. 1896.

A. L. Prideaux (Seal)

John R. Gibson and J. S. Anderson ~~administrators~~ executors of A. H. Fulkerson deceased

To A. L. Prideaux assignee of Patrick Hagan

or

To one note under seal

due one day after date and dated Sept 14th, 1891 executed by A. H. Fulkerson to said Hagan and transfered to me, waiving Homestead exemptions and for the sum of Four hundred & ninety six 22/100 dollars - subject to a credit of two hundred dollars paid Oct 10th 1893, by check on Powells Valley Bank drawn by A. H. Fulkerson in favor of A. L. Prideme & so endorsed on said note.

Note as above	$496.22
Int to Oct 10 1893 - 2 yr 3 mo 25 D.	61.60
	~~$4.67~~
Am't due Oct 10 1893	$557.82
Cr as above. " " "	200.00
	$357.82
Int to Dec. 1st 1896. 2 yr 1 mo 21 D.	67.48
	425.30

Received from John R. Gibson and J. S. Anderson the above sum of Four hundred & Twenty five dollars and 30 cents in full of the above note - and if said estate does not pay the same in full I am to refund to said executors all except my pro rata on the same. Witness my hand & Seal this Dec 2nd 1896

A. L. Prideme assignee (Seal)

10

A. L. Ondemers.

To Receipt $625.30

Gilesire T. Andersen Exr

Dec. 1st 1896

No. _____ Jonesville, Va. Dec 8th 1896

Powell's Valley Bank

Pay to the order of J. A. G. Hyatt Late clerk $24 21

Twenty four + 21/100 Dollars

for fees vs A. H. Falkenson.

J. S. Anderson v. J. R. Gibson Exor
of A. H. Falkenson's will

THE A.M. SPEED CO. 52 DEY ST. N.Y.

J. A. G. Hyatt late clerk

Crapo

J. A. G. Hyatt

PENNINGTON GAP PAPER
PENNINGTON GAP, VA.
A. G. HYATT, Owner.

A. H. Fulkerson (Rosehill va)

To J. A. G. Hyatt clerk Dr

1892 March	Sums Case vs L. & N. R. R. fee 25 copy 13	38
	Recpt 18 fil decl 15, Doct 18 Atty 10 Rules 50	1 11
	Tax 2.50 Contd at Rules 150 Spa 20 copies 80	3 00
June	Recpt 18 Swearing wit & Jury 75 3 orders 1.08	2.01
	12 witness claims 3.60 Spa 20 copies 80 Recpt 18	4 78
Nov	12 witness claims 3.60 order contd 36 Spa 20 Do.	4 16
1893 Mar.	Spa 20 Recpts 36 copies 80 3 orders 1.08 Swearing wit & Jury 75	3.19
	order 36 wit claims 2.10 Judgt 36 order 36	3 18
	Taxing costs &c 40	40
		$24.21

Received of J. L. Anderson and J. R. Gibson Executors of A. H. Anderson Twenty four Dollars & 21 cents in full payment of this fee bill, Decr. 8th 1896,

J. A. L. Hyatt late clerk

11

A. H. Anderson
Fee Bill
$24.21
J. A. L. Hyatt

Gibson & Anderson
Exrs
Adm

Feby 19 1897

Received from Anderson & Gibson Exrs

of A. H. Fuchenson's wife

50/100 Dollars

for one day attendance as Bailiff

$ .50 A. B. Munsey

(12)

A. B. Murray

} Rent 50

Anderson Gibson

Esqr.

EVERETT WADDEY CO.
RICHMOND, VA.

1894 A. H. Fulkerson
Nov 15th To S. V. F. Richmond Clerk Dr
To recording deed of trust from C. H. C. Fulkerson $125.00 $2.75

This day S. V. F. Richmond appeared before me, and made oath that that the above fee bill, against the Estate of A. H. Fulkerson, is just and unpaid. Given under my hand this 20th day of April 1896.

A B Munsey Clerk

Received payment in full, of Anderson & Gibson Executors. This 20th day of April 1896.

S. V. F. Richmond Clerk

13

S. V. F. Richmond.

Fo} 2.40 Recpt,

J. S. Anderson
et al Expsg.

Paid April 20/96

	I. S. Anderson & J. R. Gibson Exrs Est of A. H. Truckerson.	
1896	To S. V. F. Richmond Clerk Lee County Court	Dr
Jany 20	To filing will of A. H. Truckerson	.15
" "	Swearing witness 30. 1 Order 36. 2 Copies 50	1.16
1 "	Recording will 2.00 bond 1.00 Tax 10.00	13.00
" "	Copy of will	1.80
Nov 18	To Ord correcting Erroneous assessment 36 3 Copies 1.25	1.61
		$17.72

Received payment in full of
Anderson & Gibson Exrs March 8th 1897.
S. V. F. Richmond Clerk

S. V. F. Richmond, Late
{ Crop of 17 $\frac{72}{100}$
Anderson & Gibson,
Shorts in Co House
to Date.

14

Jonesville, Va. Feb 12 1897 No.

POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the order of C. T. Duncan Comr $10 00/100

Ten Dollars

For A. H. F. Estate,

Anderson & Gibson Executors.

THE A.M. SPEED CO. 52 DEY ST. N.Y.

C. T. [illegible]
Cashier

PENNINGTON GAP BANK,
PENNINGTON GAP, VA.
A. G. HYATT, Cashier.

Pay to Any Bank or Banker.
The National Bank of Bristol,
Bristol, Tenn.
John B. Bachmann, Cashier.

No. _____ $ _____ Feb. 12 1897

Pay to N. M. Dalton Witness A.H.F.

Balance	
Deposit	
Less Check	.75
Forward	

Received of S. S. Anderson one of the Executors of A. H. Faulkerson deceased. ten dollars on my fee as commissioner in the chancery cause of Jennie A. Boyles v. Sally N. Lord against S. S. Anderson & J. R. Gibson Executors. &c. et als which cause is now pending in the Circuit Court of Lee Co Va and in which I am pursuant to a decree entered therein, taking an account

This 12th day of Feby 1897

C. T. Duncan Commr

HOTEL HAMILTON.
W. P. HAMILTON, PROPRIETOR.
ELECTRIC BELLS.
TELEPHONE.
BATH ROOMS ON FIRST AND SECOND FLOOR.
SAMPLE ROOM FREE.
RATES $2.00 PER DAY.

Bristol, Va., ... 189

15

C. T. Duncan Comr.
{ Recp — 10.00
Anderson & Gibson Executors.

Paid Feb 12/97.

No. 2 $ Feb 12 1897

Pay to Sam D. Kelso Sergnt.

Balance	
Deposit	
Less Check	1 50
Forward	

No. _____ Feb 12 1897

For A. H. Fulkerson's estate.

Pay to C. T. Duncan Comr.

Balance	
Deposit	
Less Check	10 00
Forward	

Jonesville, Va. Feb. 12 1897 No.

POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the order of N. M. Dellor $ 75 00/100

Seventy five cents

Witness in A.H.J. case

Anderson & Gilson Executors

THE A.M. SPEED CO. 52 DEY ST. N.Y.

PENNINGTON GAP BANK,
PENNINGTON GAP, VA.
A. G. HYATT, Cashier.

Pay to Any Bank or Banker.
The National Bank of Bristol,
Bristol, Tenn.
John B, Baumgardner, Cashier.

N. M. Lile &
J. S. Anderson.

Received of S. S. Anderson
~~fifty~~ Seventy five Cents for one days
attendance, as a witness
and services rendered. In at-
tendance before Comr. Duncan
in Washington County Ga
Feb. 12th. 1897. N. M. Dettor

N. M. Detter

75 } Witness.

Anderson & Gibson Est.

Date Feb 12/97

16

Jonesville, Va. 2/12 1897 No.

POWELL'S VALLEY BANK

OF JONESVILLE, VA.

Pay to the order of Sam D. Keller $1 50/100

One 50/100 Dollars

Serving notice on Witness N. D. Keller

Andrison Gibson Executors.

THE A.M. SPEED CO. 52 DEY ST. N.Y.

Sam D. Kern.

PENNINGTON GAP BANK,
PENNINGTON GAP, VA.
A. G. HYATT, Cashier

Pay to Any Bank or Banker.
The National Bank of Bristol,
Bristol, Tenn.
John B. Baum, President, Cashier.

Received of J. S. Anderson one of the executors of the last will of A. L. Fulkerson dead one dollar and fifty cents for services rendered in summoning and going after witnesses, to attend before Comth. Duncan in Washington County Va.

Feb. 12 1897 Sam D. Kelly C.C.B.

Sam Kellar
{$1.50
Anderson & Gibson Ex.

Paid Feb. 12/97

17

Received of J. S. Anderson one of the executors of the last will & testament of A. H. Fulkerson fifty cents, for board of Mary H. Roberts a witness before the Commissioner at Abingdon - Feb. 11th 1897.

Mrs. C. Harris -

18

Received of I. S. Anderson
one of the executors under the will
of A. A. Fulkerson deceased. two
dollars & fifty cents, back hire
for witness, Mary H. Robert, who
had to be brought to Abingdon
before the Comr. at Abingdon —

N. F. Ramsey

(19) Receipts paid out at Abingdon by D. S. Anderson Executor of A. H. Fulkerson dec'd

Paid Feb 11/97.

Mrs Harris	Hotel bill	.50
Mr. H. F. Ramsey	Hack hire	2.50
Clerk fees		.75
		3.25

Sam Keller	1.50
W. M. Detter witness	.75
C. T. Duncan Coroner	10.00
Feb. 8 & 12, 1897	15.50
D. S. A trip to Abingdon Fundays, 2.00 RR. fare 7.50	10.00
	25.50

Recd of I. S. Anderson for copies from my office Security For costs Feby 11th 1897.

John M Kreger C.C.
by D C Thomas Deputy.

20

Anderson & Gibson Executors of A. H.
Fulkerson Deceased Dr. to
D. S. Anderson:

Feb 15. To fur days at Abingdon & Bristol before C. T. Duncan Conv.	2,50
Traveling Expenses to & from Abingdon	7,50
	$10.00

P. S. Anderson (21)
Acct $10.00

Anderson & Gibson Exc.

Jonesville, Va. Dec. 7 1896 No.

POWELL'S VALLEY BANK

Pay to Courier Co. or Order $3 00/100

Three Dollars

Subscription to Courier from Jany 1/95 to Jany 1/96.

Anderson & Gibson Executors,
N. H. F.

1299

Pay to the order of
THE LOUISVILLE BANKING CO.
LOUISVILLE, KY.
CONVERSE & CO.
Publishers of the Christian Observer.

Pay State Bank of Va. Richmond,
OR ORDER
LOUISVILLE BANKI
JOHN H. LEATH
Cash

C. Clark

Rec. Cashier, Or Order,
STATE BANK OF VIRGINIA
RICHMOND, VA.
WILLIAM H. HILL, Cashier

S. L.
Folio 5 31
185

OFFICE OF THE **CHRISTIAN OBSERVER**

No. 512 THIRD STREET.

Estate

Louisville, Ky., Dec 10, 1896.

Mr. W. N. Fulkerson
Deceased.

TO **CONVERSE & CO.,** DR.

PUBLISHERS OF THE **CHRISTIAN OBSERVER,**

To one years and — months' Subscription to the CHRISTIAN OBSERVER, from Jan 1 1895 to Jan 1 1896 at $3.00 per year,	$3.00

Received payment Dec 9, 96.
Converse & Co.
G.

PLEASE REMIT by postoffice order, express money order, registered letter, or bank check, at our risk.
Return this with your remittance.

Recept 3 00/100
Commission
Paid Dec. 10/96.

CHRISTIAN OBSERVER.

TERMS:

Three Dollars a year, subject to a rebate of fifty cents for prompt payment—making it Two Dollars and Fifty Cents, if paid In Advance.

All subscribers who do not send express notice to the contrary to the Publication Office, are regarded as wishing to continue their subscription, and the paper is sent to them accordingly.

OFFICE OF THE CHRISTIAN OBSERVER,

Louisville, Ky., March, 1896.

Estate of A. H. Fulkerson Dec'd
Late of Rose Hill, Lee Co. Va.

TO CONVERSE & CO., DR.,

(Incorporated)

To one Years Subscription to the CHRISTIAN OBSERVER,

From Jan 1 1895 to Jan 1 1896 $ 3.00

Received Payment,

AFFIDAVIT TO AN ACCOUNT.

Printed and Sold by H. A. KUNNECKE
246 Fifth Street, Louisville, Ky.

STATE OF KENTUCKY,
County of Jefferson } Sct.

In the matter of the account due Converse Co
from the estate of A.H. Fulkerson deceased, ~~or assigned;~~
This day came F. B. Converse who being first
duly sworn, deposes and says—he is one of said creditor firm Converse
and Co and that the account hereto attached
against the estate of A.H. Fulkerson for
Three xx/100 Dollars,
is a just demand and has never to his knowledge or belief been paid; and that
there is no offset or discount against the same, or usury therein.

And this affiant further states that the account herein claimed is due for
the articles mentioned therein or services rendered and that the same were sold
and delivered or performed by said claimant to the said A.H. Fulkerson
at his special instance and request, and
that he promised to pay the sums therein charged.

F B Converse

Subscribed and sworn to before me by F B Converse
this 22nd day of April 1896

Charles Hodge
Notary Public, Jefferson Co., Ky.
Commission expires Mar. 10th 1898.

Also this day came Thomas F Gordon a witness for said
claimant, who being first sworn, deposes and says that he has examined the
account hereto attached, which is for Three xx/100 Dollars,
and that he knows that the articles mentioned or services rendered in said ac-
count were sold and delivered or performed by the said claimant to the said
A.H. Fulkerson and that he has no interest in the same

Thos F Gordon

Subscribed and sworn to before me by Thomas F Gordon
this 22 day of April, 1896.

Charles Hodge

Notary Public, Jefferson Co., Ky.
Commission expires Mar. 10th 1898.

Lowrs Ales (22)
Account 8 00/100
A. H. Fulkerson —

81898 — — —

Received of J. R. Gibson & J. S. Anderson
Executors of A. H. Fulkerson Two
Dollars & fifty cents for settlement No. 1.
March 8th 1897.

J. A. S. Hyatt
Cum Tracts

(23)

$2.00

Received of Anderson & Gibson Exors of Estate of A. H. Huckerson deceased Two dollars for recording settlement of this March 8th 1897.

D. T. F. Richmond Clerk

24

18	17	16	15	14	13	12

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 405.

Commissioner's Office,

March 8th 1897

To the County Court of Lee County:

Your Commissioner reports to the Court, that on the 8th day of March 1897, John R. Gibson and J. S. Anderson Executors of the last will & Testament of A. H. Fulkerson dec'd exhibited before your Commissioner a statement of all the money which they the said Gibson & Anderson & such Exrs, had received or become chargeable with or disbursed within the time of their trust down to March 1st 1897, together with the vouchers of such disbursements; that the Commissioner embraced the said Executors in the list of fiduciaries, whose accounts were before him for settlement, which was posted at the front door of the court-house of said county, on the first day February Court last, and on the date of this report (ten days having since elapsed) has made up and completed the foregoing account of the said John R. Gibson and J. S. Anderson Executor of the last Will and Testament of A. H. Fulkerson deceased, and on the 1st day of March 1897, finds a balance of $236.70 due the Creditors and Legatees of said Fulkerson of which sum $ none is interest. The account is supported by satisfactory vouchers, and is herewith returned.

Your Commissioner further reports to the Court that the bond given by the said Gibson & Anderson is in a sufficient penalty and with sufficient sureties, and is such as the law requires Said Executors have been, by an order of the circuit, directed to deposit the amount in their hands in Powells Valley Bank to await the decision of the Cause of Lennie H. Baylor vs J. S. Anderson et al Exrs.

Given under my hand, as Commissioner of Accounts of the said Court, on the day and year first aforesaid.

J. A. G. Hyatt

Virginia

At a county court continued and held for Lee county at the court house thereof on Tuesday May 18th 1897.

John R.Gibson & I.S.Anderson Executors of the Estate of A.H. Fulkerson deceased, this day produced to the court a settlement and report of their executorship account, made by J.A.G.Hyatt Commissioner of Accounts for Lee county which settlement and report having been filed in the office of the Clerk of this Court, the time required by law and unexcepted to, seen and inspected by the court is confirmed and ordered to be recorded.

A copy, Teste: B. M. Morgan Clerk.

John R. Gibson and I. S. Anderson Executors of A. H. Fulkerson

Settlement of

with { Their ACCOUNT.

J. A. G. Hyatt, Comm'r.

613 5 1/2

Filed the 8th day of March 1897.

Caption Oct. Term 1896-

Be it remembered that at a regular term of the Chancery Court or Tozemain Term, for the County of Claiborne was begun and held on Monday the 12th day of October 1896, being the Second Monday of said Month, present and presiding the Hon. Hugh G Kyle, Chancellor &c when the following proceedings were had and entered of record, to wit:

ADDRESS ALL COMMUNICATIONS, ORDERS AND REMITTANCES, TO JONESVILLE OFFICE.

Retail and Wholesale
Henderson's Hand-made Saddles, Harness, Bridles, Leggins, Saddle Bags, etc.

Established 1875

J. O. GIBSON.
C. B. GIBSON.
J. R. GIBSON.

J. O. GIBSON & CO.,

GENERAL MERCHANDISE.

Dry Goods, Clothing and Millinery a Specialty.

JONESVILLE AND PENNINGTON, VA.

Jonesville, Va., ... 189

Judgt. — for.	1215.50
Int on 1000. int of note from Oct 12th 1896 to Aug 5th 1898	108.99
costs on judgt. as taxed	14.00
	1338.49

Bank of Cumberland Gap
vs
R. F. Carr et al

In this cause it appears to the court that the defendants R. F. Carr, F. S. Anderson and J. O. Gibson are regularly befor the court by the service of process and hav failed to make any defence within the time required by law, on motion of the complainant the bill is taken as confessed by the defendants and the cause set for hearing ex parte.

Thereupon this cause coming on for hearing upon the bill and Exhibit thereto and the judgment pro confesso above entered and it appearing to the court that on Oct. 11, 1894, the defendant R. F. Carr executed the note sued on to A. H. Fulkerson of $1000.00 ~~due Jan. 1st, 1895, which was~~ endorsed by said Fulkerson ~~to complainant~~ and ~~payment~~ thereof guaranteed and that said note is wholly unpaid and there is now due thereon

principal and interest to this date the sum of $1105.00 and that said note was executed and payable at Cumberland Gap Tenn., and is therefore a Tennessee contract and that it provides in its fact, if it is sued on the maker and endorser would pay ten per cent. thereon as attorney fees which contract for the payment of attorney's fees is lawful and enforcable under the laws of this state and which 10 % makes the further sum of $110.50 making in all $1215.50 which is now due on said note. And it further appears that the said endorsers of said note H. H. Tuckerson is now dead and that defendants S. S. Anderson and J. O. Gibson are the executors of his will,

It is therefore ordered, adjudged and decreed that complainant recover of said R. F. Carr as principal and S. S. Anderson and J. O. Gibson executors of said endorser said sum of $1215.50 and the costs of this cause for which

execution is awarded to levied of the goods and chattels, ~~rights and~~ credits lands and tenements of said R. F. Carr and of the goods and chattels rights and credits of said A. H. Fulkerson deceased in the hands of said Anderson and Gibson executors to be administered.

Bill of Costs

State tax 250 County tax 250 500

J. C. vs J. P. Kivett Proc. Bd. 75¢; filing bill 25¢; aff. 25¢; sub. to ans. 75¢; Copy subpoena 25¢; Copy Bill $1.00 Counter pt. sub. to ans. 75¢; 2 Copies subpoena 50¢; Copy bill $1.00 5 rules 50¢; 3 dks. 30¢; order 25¢; decree 75¢; judg. for cost 25¢; taxing cost 50¢; fifa & cost 65¢; 9.00

Total $14.00

State of Tennessee }
Claiborne County } I, J. P. Kivett Clerk & Master of the Chancery Court of Claiborne County Tenn., do certify that the foregoing is a true and perfect and complete copy of the decree rendered and bill of costs in the cause of Bank of Cumberland Gap vs R. F. Carr et al in said Court on Oct. 14, 1896 as appears of record in Minute Book 8 page 261 of said Court

Witness my hand and seal of said Court, Jany. 6, 1898.

J. P. Kivett
Clerk & Master

Bank of Cumberland Gap

vs.

R. F. Carr et al

Certified Copy of decree and bill of cost

"J"

J O Kivitt fee for
this copy. 500 words .50
Cer. & Seal. .50
$1.00

Inventory "A X"
&
Vouchers 25 to 31.
with
Statement A.B.D.

J. S. Anderson & Jno. R. Gibson Executors
of A. H. Fulkerson Deceased.

1887 In account with. The creditors
and Distributees of said Estate Dr
To the following sums received since
the 1st day of March 1897.

March 18.	For sale of Horse to George Wade	32 00
April 6.	To Amt collected from C. H. Smith (1st Note)	4699 32.
1898 Jany 13	" This amount interest collected from J. O. Gibson & Co on money loaned them	17 50
Jany 17	To this amount collected from W. P. Weston Principal & Int of his first Note	238 86
	Total amount collected since 1 Mar 1897.	$4987 68

The above shows all collections made and monies received by us as executors since the first day of March 1897.

This 25th day of January 1898.

Anderson & Gibson Executors.

Anderson & Gibson Dr on

Inventory of collec

tions between March

15th 1897. & Jany 25th 1898

Marks "A. X"

$1148.00 One day after date I bind myself heirs &c. to pay James D. Morgan Eleven Hundred and forty Eight dollars, for Value received, and I hereby waive the benefit of my homestead exemption as to this debt witness my hand and seal, April the 1st 1891.

A. H. Falkerson (Seal)

$1654.08

Received of J. R. Gibson and I. S. Anderson Executors of A. H. Fulkerson deceased the sum of Fifteen Hundred and ~~Twenty~~ Eighty five ~~dollars~~ dollars and 19 cents payment in full for the within note principal and interest this Augt 5 1897.

Jas D Morgan

No 25.

A. H. Fulkerson
To } Note $1148.00
J. D. Morgan

Oct 1 1894 $1457.96

$873.25.

One day after date we bind ourselves jointly and severally to pay Henry J. Morgan guardian for Victoria Morgan Eight hundred and seventy three dollars and 25 cents and we each waive the benefit of our homestead exemption as to this debt Witness our hands and seals this 7th day of January 1885

A. H. Fulkerson (Seal)
Jas F. Morgan (Seal)

Received of John R. Gibson & J. S. Anderson Exors of A. H. Fulkerson Decd, the sum of Eighteen hundred & Seventeen & 19/100 Dollars, payment in full for the for-

-gaing note, principal & interest Cal-
culated upon the principal, Compound-
ded every year according to
law- Aug 5, 1897.

Henry J. Morgan Guardian
for Victoria Morgan

A. H. Fulkerson et al
To } Petition 1873. 25
H. J. Morgan Guardian

No. 26.

(AE)

Mr I. S. Anderson & J. R. Gibson Executors for R. H. Fulkerson Rose Hill District. No. 1

To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P/ No. L 2 1897	Val.	State Tax 30 cts. on $100		St'e schl tax 10 cts on $100		Co. Levy 30 cts. on $100		Road Tax 20 cts. on $100		Co. sch'l tax 10 cts on $100		Dis Schl tax 10 cts on $100		TOTAL AMT. OF TAXES.	
Head Tax		~~$1 00~~					50							~~$1 50~~	
Per. Prop.	5186	15	55	5	18	15	55	10	36	5	18	5	18	57	00
No. Tracts															
Acres															
Lots															
TOTAL														57	00
5 per cent pen'ty															

Nov 22 1897 Received Payment W E Wynn Treasurer.

Anderson & Gibson
Executors

To Tax for 1897

No "27"

S. H. McDonald v Lowe

1897. To H. C. Joslyn J.P. Dr

March 11. To warrant & Judgment

v.s. A. H. Fulkerson's Executors .50

1897. H. L. Woodward To H. C. Joslyn J.P. Dr

March 11. To warrant & Judgment V.S. A. H. Fulkersons Executors .50

1897. J. B. McLain. To H. C. Joslyn J.P. Dr

March 11. To warrant & Judgt V.S. A. H. Fulkersons Executors .50

1897. S. W. Dillman To H. C. Joslyn J.P. Dr

March 11. To warrant & Judgt V.S. A. H. Fulkersons Executors .50

1897. Moses Wolf To H. C. Joslyn J.P. Dr

March 11. To warrant & Judgt V.S. A. H. Fulkersons Executors .50

$2.50 Received of Anderson & Gibson Executors of A. H. Fulkerson Deceased the sum of Two dollars & 50/100 my fee in the above cases.

This March 11th 1897.

H. C. Joslyn J.P.

H. le Joslyn J.P.

250

No "28"

1895 John R. Gibson and
J. S. Anderson Executors of
the estate of A. H. Fulkerson

To Pridemore & Sewell Dr.

To fee in making sale of
Real estate under the will
Conducting sale, advice
advertizing &c.
Sale to Lewis Smith for $13000.00
" " W. P. Weston 700
$200.00

To filing petition, in Cir-
1896 Cuit Court to allow, loan
of Smith & Weston money
until debts could be as-
certained - - - - $100.00

To fee, in the Case of Jennie
Bayler & Kate Carr against
them in Circuit Court, claiming
from the estate, about $16000.00
involving Guardian account of
the testator &c. &c. This fee for ser-
vices in Court & before Commis-
sioner - - - - - - - - $500.00
Expenses 3 trips to Abingdon &
Bristol - - - - - - 53.00
$853.00
Received the above in full.
Jan. 4 1898.
Pridemore & Sewell.

Prideaux & Sewall

Vs Acct $853.00

Gibson & Anderson
Expts

No "29."

Chk on P.V. 829.04
" " Bristol 23.96
$853.00

Isaac S. Anderson & John R. Gibson.
Executors of A.H. Fulkerson Deceased

1897 To C. T. Duncan Comr. Dr

Nov 6 To services rendered for the Defendants in the case of Jennie H. Baylor & Sallie H. Carr, in the chancery cause of said Baylor & Carr vs said Gibson & Anderson as Executors, in taking an account under the decree of the circuit court of Lee County Va. $117.50

Cr By cash of I.S. Anderson for which a receipt was given 10.00

Bal - - - - $107.50

Received of I. S. Anderson and John R. Gibson Executors &c. One hundred and seven dollars and fifty cents balance in full of the above fee. This payment is made to me as of the 6th day of November 1897. The day said decree was entered confirming my report in said cause

This Thurs. 24th day of January, 1898.

C. T. Duncan Comr

Settled as follows.

Cash of I.S.A.	10.00
Paid my order to Graham	25.00
" to me. on my debt	82.50
	$117.50

Anderson & Gibson

Executors. } Fee Bill

To

C. T. Duncan Com

No. 30

P. S. Anderson + John R Gibson Exors
of the estate of A. H. Fulkerson deed
To A. B. Munsey Clerk of the Circt Court Lee Co Va Cr Dr

June 5 1896	To fil ans ads Jennie H Baylor et al 15	15
	Ent atty 10 fil ans of G. A. L 15 fil depos 15	40
	affi to ans G. A. L 25 Taxing Costs &c 40	65
		$1.20

Recieved payment January 24th 1898
A. B. Munsey Clerk

Anderson & Gibson Exp.-
⅔ Fee bill
To
A. B. Mansey

No 31.

The Estate of A.H.Fulkerson deceased, Isaac S.Anderson and John R. Gibson Executors:

1898. To C.T.Duncan, Special Commissioner DR.

~~January~~ January. To fee for settling the account of said Anderson and Gibson as Executors of said Estate and ascertaining and reporting the debts due and owing by said Estate and the Assetts belonging thereto that will be availible for the payment of debts. - - - - - - - - - - - $30.00

Virginia Lee County To Wit:

I, C.T.Duncan special commissioner in the Ch Chancery cause of Jennie H.Baylor and Sallie K.Carr against I.S.Anderson and J.R.Gibson Executors &c,do certify that I was engaged at the le least forty hours in taking and stating the foregoing account.

This the 28th day of January 1898.

C. T. Duncan Commissioner

Received of I. S. Anderson & John R. Gibson Executors of A H Fulkerson deceased thirty dollars amount in full of the above fee. This the 8th day of April 1898

C. T. Duncan Comr

C. T. Duncan Esqr

Receipt for $30.00

"32"

Isaac S. Anderson & John R. Gibson. Executors
of J. A. Fulkerson Deceased
To the Creditors, Legatees & Distributees of
said Estate.

Dr.

1887.				
March.	1.	To balance in the hands of said Executors on the 1st day of March 1897. See Ex parte Settlement made before J. A. G. Hyatt Commissioner of Accounts.	$236 70	
		To Amounts received since March 1st 1897. and up. to January 25 1898. as Inventory marked "A.X"	4987 68.	
		Total sum received during period named		5224 38
		Contra		
Pro.	25.	By amt paid J. D Morgan Atty 5th 1897	$1585 19	
	26	" " " H. J Morgan Guard. " " "	1817 79.	
	27	" " " Taxes for 1897. Nov 27. "	57 00	
	28	" " " H. C. Joslyn Fee bill Mar 11 "	2 50	
	29	" " " A. L. Pridmore Atty Jany 4 1898	853. 00	
	30	" " " C. T. Duncan Commr. 24 "	107 50.	
	31	" " " A B Munsey Fee bill	1 20	
			4424 18	
		" 10. per cent com. on $236.70. bal of personal fund on hand March 1. 1897.	23 67.	
		By 5 per cent com. on $4987.68 fund arising from land sales. Received this year	249 39.	
		By this sum unaccounted to square	527 14	5224 38

1898			
March	1	To this sum unaccounted on the 1st day of March 1898 as above.	$527.14
	32.	By amt paid C. T. Duncan Comr. for making this settlement and Statements. Reports &c	30 00
		Bal unaccounted for	$497.14

J. S. Anderson & J. R. Gibson
Executors.

To Settlement of Account

Heirs & creditors & Dis
tributes of A H Faulkner

A. B. D

Copy

$300 - One day after date I bind myself to pay C. F. Smith three hundred dollars for value received waiving my write to the homestead as to this debt
Witness my hand & seal Dec 1st 1891.
Witness
V. P. Cortez (Signed) A. H. Fulkerson Seal

C. F. Smith
vs
note
A H Falkenson

"J"

A list of debts still due and owing by the Estate of A H. Fulsherson deceased, with interest calculated down to the 1st day of March 1898. showing the amount due each creditor, and the priorities.

	A.		
	Judgement in favor of Jennie H. Baylor, rendered by the Circuit Court of Lee County, on the 5th day of November 1897. in the Chancery cause of Jennie H Baylor v Sallie K		
1.	Carr against I. S. Anderson & John R. Gibson Executors & others with Interest from the 18th day of September 1882. till paid, subject to a credit of $73.00 paid on the 20th day of September 1882. Balance cost date.	$427 16.	
	Interest on same to March 1st 1898	396 61.	
	Add cost as taxed by Clerk.	2 04.	$825.81
	"B."		
	Note to C. E. Baylor due at one day and executed on the 1st day of January. 1889. subject to the following credits, to wit, $142.09. paid Jany 1st 1896 and $48.00 paid June 13th 1896. Balance cost date.	24.21.	
2	Interest to March 1st 1898	2 48.	$26.69
	"C."		
	Note to C. E. Baylor executed on the 1st day of January 1886. and due at 1 day	$75 30	
2	Interest on same to Mar. 1st 1898	54.97.	$130.27
	D.		
	Note to C. E. Baylor executed on the 8th day of September 1882. due at one day	$200 00	
2.	Interest to March 1st 1898	185 72	$385.72
	E.		
	Note C. E. Baylor executed on the 9th day of November 1887. due at 1 day	$250 00	
2.	Interest to March 1st 1898.	154 62	$404 62

Amount Brought forward.

	F.		
2	Note ~~to~~ C. E. Baylor executed on 2 day of February 1883 and due at 1 day	$231.71	
	Interest to March 1st 1898.	209.57	$441.28
	G.		
2	To Jugt. due C. E. Baylor Assignee of Moses R. Wolfe with Interest from Dec 1st 1895.	$58.92.	
	Interest to March 1st 1898	7.95	$66.87
	"H."		
2	Note to H. J. Morgan executed April 1st 1891. and due at "one" day	$1339.19	
	Interest to the 1st day of March 1898.	555.76	$1894.95
	I.		
2.	Judgt of the Chancery Court of Claiborne County Tenn. in favor of the Bank of Cumberland Gap rendered on the 12 day of October 1896.	$1215.50	
	Interest to March 1st 1898	101.29.	
	Add costs as taxed by Clerk	14.00	$1330.79
	J.		
2	Note to C. F. Speich executed on 14th day of December 1891. and due at 1 day	300.00	
	Interest to March 1st 1898	111.75	$411.75
	"K."		
2	Note to Jno D Morgan executed Nov October 1st 1888. due at "one day	18.00	
	Interest to March 1st 1898	10.08.	$28.08
	"L"		
2.	Jugt in favor of McLowadd & Loop with Interest from Febr 15th 1896	$7.00	
	Interest to March 1st 1898	.85	$7.85
	"M."		
2.	Jugt. in favor of H. L. Woodward with Int. from Jany 1 1896.	$2.00	
	Interest to March 1st 1896.	.26	$2.26

Amount Brot forward

	"N."		
	Judgt. in favor of Geo W. Dillman		
2.	with Interest from Jany 1 1896	$25 50	
	Interest to March 1st 1898	3 31	$28 81
	"O"		
	Judgt. in favor of J B. McLin with		
2	Interest ~~from~~ Jany 17th 1896	20 96.	
	Interest to March 1st 1898.	2 67	$23.63
	"P"		
	Account in favor of N. L. Callahan		
2	due March 20th 1896.	3.20	
	Interest to March 1st 1898.	37.	3.57
	"Q."		
	Bal of Account in favor of D. L		
2.	Wolfe. due March 1st 1896.	.98.	
	Interest on same to March 1 1898.	12.	1.10
	"R"		
	Bequest in favor of Harriette E. Beaty		
	daughter of the Testator A.H. Fulkerson		
	to be paid out of the estate directed to		
3.	be sold for the payment of debts,		
	which was mainly lands which were		
	sold on the 20th day of April 1896.	$300 00	
	Interest to March 1st 1898.	33 50	$333 50
	Total Amount of Indebtedness.		6347 55.

A. H. Hullerson Dec

To } A list of debts
} Still due.

Creditors

"A B C"

Recapitulation of the indebtedness of A. H. Fullerson showing the amount of principal, and the Amount of Interest of each debt, &c.

		Principal.	Interest.	Total.
1	Jennie H Baylor.	$427.16.	$398.65	$825 81
2.	C E Baylor 5 Notes & 1 Judgt.	840.14	615 31	1455 45
3	H. J Morgan Note.	1339.19	555 76.	1894 95
4	Bank of Cumberland Gap.	1215.50	115.29.	1330 79
5	C. F. Smith Note	300.00	111 75	411 75
6	Jno D Morgan "	18.00	10 08	28 08.
7	McDonald & Loop. Judgt.	7.00	85	7 85
8	H L Woodward "	2.00	26.	2 26.
9	Geo W Dillman "	25.50	3 31.	28 81
10	J B McLin "	20.96	2 67.	23 63.
11	N L. Callahan Acc	3 20	37	3 57
12	D L Wolfe "	98.	12.	1 10
13	Henrietta E Beaty Legacy	300.00	33 50.	333 50.
	Totals.	$4499.63.	$1847.92.	$6347 55.

Supplemental Statement and Recapitulation of Debts

"A B F"

VIRGINIA--LEE COUNTY, TO-WIT:

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON J. S. Anderson & J. R. Gibson Executors of A. H. Faulkerson dec'd

If to be found in your District to appear at Jonesville in said county, on the 11th day of March 1897 before me or such other Justice of the said County, as may be thereto try this warrant, to answer complaint of J. B. McLain

and upon a claim for money not exceeding $100, exclusive of interest, to-wit: For the sum of $20.96 due by Account, and then and there make return of this warrant,

Given under my hand the 10th day of March 1897.

H. C. Joslyn J. P.

J. B. McLain

Against

J. S. Anderson & J. R. Gibson Executors of A. H. Faulkerson dec'd

On the 11th day of March 1897.

(In debt.)

At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant $ 20.96, with interest thereon from the 7th day of Jan 1896, till paid, and $ 5.70 for costs.

H. C. Joslyn, J. P.

VIRGINIA--Lee County, To-wit: To _____ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of _____, in your county, you cause to be made the sum of $..... with interest thereon from the ..... day of ..... 18 , till paid, which ..... has recovered before _____ warrant in debt, and also the sum of $..... which were adjudged to the said ..... for costs in prosecuting said warrant.

Given under my hand the ..... day of ..... 18 ;

_____ J. P

J. B. McLain
vs. } Warrant
I. S. Anderson &
J. R. Gibson
Executors of A. H.
Fulkerson dec'd

We hereby accept
legal service of
the within, and
waive the five
days notice allowed
by law. and
Confess Judgment
for $20.96 and interest
from Jan 7th 1896.
This March 11th 1897.

Isaac S Anderson
J. R. Gibson } Exors
of A. H. Fulkerson's
Will

J. P. Fee 50 cts
Paid by Executors

Copy

$18.00 One day after date I promise to pay John D Morgan Eighteen Dollars for value received witness my hand & Seals

Oct. 1. 1888. (Signed) A. N. Fulkerson

John D Morgan

vs

A H Fulkerson

"K"

A list and summary of Assets, belonging to said Estate of A. H. Fullerton, uncollected, but solvent and which will be available for the payment of debts when collected.

1	Note of William P. Weston, executed on the 20th day of April 1896 and due on the 20th day of April 1898, being the second installment of the purchase price of the land purchased by him, which note bears interest from date	$216.66.	
	Interest on same, to March 1st 1898.	24 19	$240.85
2.	Note of same of like kind due April 20th 1899, being Wetons 3rd Note	216.66	
	Int on same to March 1st 1898	24 19	240.85
3	Note of C. H. Smith executed on the 20th day of April 1896, and due April 20th 1898 being second installment of the purchase price of the land purchased by him bearing int from date	4433.33.	
	Interest on same to Mar 1. 1898.	495 05	4928 38
4	Note of same of like kind due April 20th 1899, being Smiths 3rd note	4433.33	
	Int to March 1st 1898.	495 05	4928 38
	Total amount of principal & int due the estate from land sales,		$10338.46
	There is still in Admr. Hands.		527 14
1898. March 1	Total assets of said estate available		$10865.66
	Total indebtedness of said Estate March 1st 1898.		6347 55
	Bal after payment of debts.		$4518 05

In this statement no allowance is made for costs or commissions.

Statement of Assets

belonging to the Estate of

A.H. Fullerson. Decd

"A.B.G."

J. S. Anderson and J. R. Gibson
Executors of the last will and testament of A. H. Fulkerson deceased, in account with the creditors legatees and distributees of said estate — Dr.

1898 March 1.	To this sum in said Executors hands unaccounted for on the 1st day of March 1898. See Statement A B D			$4971 14
	To this sum received by said said Executors for the year 1898 after March See Inventory "B X"			5208 97.
	Total receipts for 1899.			$5706 11
	By 5 per cent commission on $5208.97 Receipt for the year.	260	44	
33	By amt paid H. J. Morgan May 20	1905	88	
34	" " " J. D. Morgan, Aug 1.	28	53.	
35	" " " H. L. Woodward " 1.	2	31.	
36	" " " M. Donald & Lacy "	8	02	
37	" " " J. B. McLin Aug 1	24	15	
38	" " " Harrietta E. Beaty " 5.	341	35	
39	" " " Bank of Comm. Gap " 10	1338	49.	
40	" " " C. E. Baylor " 24	1479	83.	
41	" " " A. L. Callahan " 1.	3	65	
42	" " " W. E. Wynn Trus. Taxes 1898	118	20	
	Accounts correct over.	$5510	85	5706 11

1898.	To amt brot forward			$5706	11
	By " " "	5510	85		
43.	" " paid Jennie H Baylor Dec 19	881	69		
	To amt overpaid to 9 quors.			686	43.
		$6392	54	$6392	54
1899					
	To amt received during the year 1899. See Inventory "B7"			$5749	71.
	By amt overpaid last year.	686	43.		
	" 5 percent Com on $5749.71.	287.	48		
44	" Amt paid C. F. Smith Note Apr 20	432	30		
45	" " " A L. Pridmore Atty.	276	40		
46.	" " " Ida I. Fullerson Atty				
	Fee for. P. G. Fullerson Atty & G A R	250	00		
47	By amt paid Ida I Fullerson widow	150	00		
48	" " " " Same "	200	00		
49	" " " Same "	143	40		
50	" " " A B Munsee Fee bill	2	84.		
51	" " " W E. Ryan Trees Tax for 1899	42	59.		
52.	" " " S. E. Thompson "Compromised"	4	00.		
53.	" " " C. T. Duncan Comm				
	for Making this settlement & report	20	00		
54.	By amt paid balance of Judgt. in favor of Geo Dillman assigned to Mrs Ida I Fullerson	15	49.		
	Amount to carried forward	2511	43.	$5749	71

	To Amt brot forwd			$5749	71
	1899 amt brot forward	$2511	43.		
	" This sum unaccounted for to square	3238	28	5749	71
1899.					
Nov 6.	To this sum unaccounted			3238	28

Anderson v Gibson 2425

Settlement of Account

"B D C"

An Inventory of Amounts received by said Anderson & Gibson Executors for the year 1899.

To amt received of R. P. Nelson his third and last note due April 20th 1899 but paid before due. Say Jany 1st 1899	250	32.
To amt received from James H Baylor his part of costs in the case of Baylor & Corr vs said Executors Jany 1/99	85	89
To amt received of Sallie K Corr his costs	85	89.
" " " " C. F. Smith his third note due April 20 1899.	52	31
To amt received from National Bank of Bristol for Interest Nov 1. 99.	96	31.
	$749	71

Anderson & Gibson Executors

Inventory

"B 4"

VIRGINIA--LEE COUNTY, TO-WIT:

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON J. S. Anderson & J. R. Gibson, Executors of A. H. Fulkerson Decd

If to be found in your District to appear at Jonesville in said county, on the 11th day of March 1897 before me or such other Justice of the said County, as may be thereto try this warrant, to answer complaint of Geo. W. Dillman

and upon a claim for money not exceeding $100, exclusive of interest, to-wit: For the sum of $25.50 due by Account, and then and there make return of this warrant,

Given under my hand the 11th day of March 1897.

H. C. Joslyn J. P.

G. W. Dillman

Against

J. S. Anderson & J. R. Gibson, Executors of A. H. Fulkerson Decd.

On the 11th day of March 1897.
(In debt.)
At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant $ 25.50, with interest thereon from the 1st day of Jany 1896, till paid, and $ 5.00 for costs.

H. C. Joslyn, J. P.

Subject to a credit of $12.50 Jan 1st 1896.

VIRGINIA--Lee County, To-wit: To _____ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of _____, in your county, you cause to be made the sum of $..... with interest thereon from the ..... day of ..... 18 , till paid, which ..... has recovered before _____ warrant in debt, and also the sum of $..... which were adjudged to the said ..... for costs in prosecuting said warrant.

Amt - 13.00
Int. 2.01
15.01

Given under my hand the ..... day of ..... 18 :

_____ J. P

S. W. Dillman
vs. } Warrant
I. S. Anderson &
J. R. Gibson. Executors
of A. H. Faulkerson Dec.

We hereby accept legal service of the within and waive the five days notice allowed by law. And confess Judgment for $25.50 and interest from June 1st 1896. Subject to a credit of $12.50 as of Jan 1st 1896.
This March 11th 1897.

Isaac S. Anderson }
J. R. Gibson } Executors
of A. H. Faulkerson's will

"54"

J. P. Fee .50 cts
Paid by Executors.

Assign the within Judgment and
Mrs. Sada S. Faulkerson without recourse
on me either in law or equity.
This Mar. 13th 1897.

S. W. Dillman

"F. C."

An Inventory of Amounts received by I. I. Anderson & John R. Gibson Executors of the last will and testament of A. H. Fulkerson Dec'd since the 1st day of March 1898.

1898			
Apr 20th	To amt received from C. H. Smith on his second note for land Apr 20th 1898	$49	65
May 18th	To amt received from W. P. Weston on his second note for land May 18th 1898	243.	65
	Total received for year 1898.	$529	97

Executors
Anderson & Gibson

Inventory of

"B.X."

$1339.19

One day after date, I bind myself heirs &c to pay Henry J Morgan Thirteen Hundred and Thirty nine dollars and nineteen cents for value received, and I hereby waive the benefit of my homestead exemption as to this debt, witness my hand and seal this april 1st 1891.

A. H. Fielderson (seal)

April 20/898.

Received of John R. Gibson & D. S. Anderson, Executors of A. H. Fulkerson Dec'd. Nineteen hundred & five & 88/100 Dollars ($1905.88) which is payment in full of the within note principal & interest to date -

Henry J. Morgan

A. H. Fulkerson

To } Note $1039.19
H. J. Morgan

"33"

Oct. 1896 $1700.76

There is $ [illegible] years and
3 months interest on
this note which is $10.00
Principle 18.00
28.00

$18. One day after date I
promise to pay John D.
Morgan eighteen dollars
for value received witness
my hand and seale
Oct 1st 1888 A.H. Fulkerson

A H. Tulkerson
Lot Note
$18.00

E. COUK, Cashier.

Powell's Valley Bank,

Capital, - $25,000.00
Surplus - - 3,000.00
Undivided Profits, 7,000.00

Jonesville, Va. ..... 189.....

Received of I S Anderson & John R Gibson Executors of A H Erickson deed Twenty Eight dollars & 50 cents payment in full, for the above note hereto attached, this August 1898

John D. Morgan by
Henry J. Morgan

Poor Quality Original. Best Possible Capture

John D Morgan.

To } Recept $28.53

Anderson v Gibson Exr.

Aug 1 1898

"34"

J. O. Gibson & Co.

Jonesville, Va., August 1st 1898

RECEIVED FROM J. S. Anderson & J. R. Gibson

Executors of the last will and Testament of A. H. Fulkerson

decd. Two + 3/100 Dollars

the amount in full due me on Judgement

against said estate

H. L. Woodward,

$2 31

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

H. L. Woodward

Z} Rect 2d

Anderson Tulsa

VIRGINIA--LEE COUNTY, TO-WIT:

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON J. S. Anderson & J. R. Gibson Executors of A. H. Anderson dec'd

If to be found in your District to appear at Jonesville in said county, on the 11th day of March 1897 before me or such other Justice of the said County, as may be thereto try this warrant, to answer complaint of H. L. Woodward

and upon a claim for money not exceeding $100, exclusive of interest, to-wit: For the sum of $2.00 due by Account, and then and there make return of this warrant,

Given under my hand the 10th day of March 1897.

H. L. Joslyn J. P.

H. L. Woodward
Against
J. S. Anderson & J. R. Gibson Executors of A. H. Anderson dec'd.

On the 11th day of March 1897.
(In debt.)
At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant $ 2.00, with interest thereon from the 1st day of January 1896, till paid, and $ .50 for costs.

H. L. Joslyn, J. P.

VIRGINIA--Lee County, To-wit: To _____ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of _____, in your county, you cause to be made the sum of $..... with interest thereon from the ..... day of ..... 18 , till paid, which ..... has recovered before _____ warrant in debt, and also the sum of $..... which were adjudged to the said ..... for costs in prosecuting said warrant.

Given under my hand the ..... day of ..... 18 :

_____ J. P

H. L. Woodward
vs. } Warrant
I. S. Anderson & J. R.
Gibson. Executors
of A. H. Fulkerson dec'd

We hereby accept
legal service of the
within and waive
the five days notice
allowed by law. and
confess Judgment
for $2.00 and interest
from Jan 1st 1896.
This March 11th 1897.

Isaac S. Anderson
J. R. Gibson } Ex'rs
of A. H. Fulkerson's
Will

"35"

J. P. Fee .50 cts
Paid by Executors

J. O. Gibson & Co.

Jonesville, Va., August 1 1898

RECEIVED FROM J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson's will

Eight 4 02/100 Dollars

amount in full due us on judgment against said estate in favor of D. H. McDonald & Loop.

$8 02

George M. Bickerstaff
Attorney.

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

McDonald & Loop. 8 02

McDonald & Loop.
To } Oct 8 02
Anderson & Gibson

"36"

J. O. Gibson & Co.

Jonesville, Va., August 1st 1898

RECEIVED FROM J. S. Anderson & J. R. Gibson Executors of Last will of A. H. Anderson decd the sum of Twenty four & 15/100 Dollars principal & Interest in full of Judgment due me from said estate

$24 15

J. M. McLin
By J. M. McLin

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

J. B. McLin.

To Rent 24th

Anderson & Gibson

"37"

A. L. PRIDEMORE. D. C. SEWELL.

Pridemore & Sewell,
Attorneys at Law,
Jonesville, Lee County, Va.

Jonesville, Va., _____ 189

Received of Anderson & Gibson executors of the last & will and testament of A. H. Fulkerson deceased, being my Legacy in full and interest to Aug 5th 1898, as set forth in said Will this Aug 11th 1898.

Henrietta E. Beaty

Hunter G. Beaty

To } Rest

Anderson & Gibson

"38"

CAPITAL $35.000.00

Bank of Cumberland Gap.

E. M. Quillen, President. A. B. Kesterson, Vice Prest.
J. H. Quillen, Cashier.

Cumberland Gap, Tenn. 8-10. 1898

Andrew Gibson Exr
Jonesville Va.
Genltm.
We by to acknowledge
receipt of your check for
$1338 49/100 in settlement of Judgment
of Bank of Cmb Gap vs R F Cantrell.
I also hand you Receipt of
The C. & M. for costs $14.00

Yours truly
J. H. Quillen Cr

Bank of Cumberland
Gap
Receipt
$1338.49

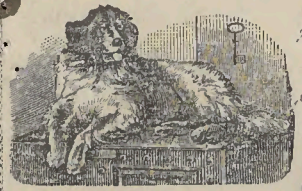
To A. & G. E.

'39'

$200 00/100

Sept 8, 1882

One day after date I promise to pay to the order of ~~DAUGHERTY~~ BAYLOR, Two Hundred 100 Dollars, for value received, and I hereby waive the benefit of my Homestead and personal property exemptions as to this debt. Witness my hand and seal.



No.

A. H. Fullerson (SEAL.)

(SEAL.)

LEE SENTINEL PRINT.

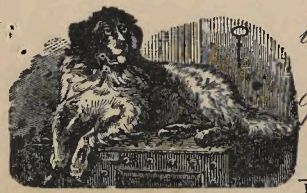
$75 30/100

One day after date I promise to pay to the order of Chas E Baylor

Seventy five Dollars and 30 Cents

for value received, and I hereby waive the benefit of my homestead exemption as to this debt. Witness my hand and seal this 1st day of January, 1886. A H Fulkerson [SEAL]

[SEAL.]



LEE COUNTY SUN JOB OFFICE.

$ 250 00

One day after date I promise to pay to the order of

CHAS. E. BAYLOR,

Two Hundred and fifty 00/100 DOLLARS,

for value received, and I hereby waive the benefit of my homestead and personal property exemptions as to this obligation.

Witness my hand and seal 9th day of Nov 188

A. H. Fulkerson [SEAL.]

[SEAL.]

No.

$231 74

One day after date I promise to pay to the order of Daugherty & Baylor

Five hundred Thirty one — 74/100 Dollars, for value received, and hereby waive the benefit of my Homestead and personal property exemptions as to this obligation. Witness my hand and seal this 2nd day of Feb, 1883.

A. H. Fullerson (SEAL.)

No.

"Lee County Sentinel" Print.

(SEAL)

Pd to the Estate by O. P. Baylor

$149 58/100

One day after date I promise to pay to the order of Chas. B. Taylor

One Hundred forty Nine Dollars 58 cents for value received, and hereby waive the benefit of my homestead exemption, as to this debt. Witness my hand and seal this 1st day of July, 1889

N. H. Fulkerson (Seal)

(Seal.)

Jany 1st 1896
Cr This sum Bal
due on acct $142.09/100

June 13/96
Cr. by Anderson &
Gipson for Funeral
Expense $48.00/100

J. O. GIBSON. C. B. GIBSON. J. R. GIBSON.

ESTABLISHED 1875.

J. O. GIBSON & CO.

GENERAL MERCHANDISE.

DryGoods, Clothing & Millinery a Specialty

JONESVILLE & PENNINGTON, VA.

Jonesville, Va., 189

Bal. due on note for	$149.58	=	$27.39
Cash due " "	75.30	=	132.43
" " "	200.00	=	391.53
" " "	250.00	=	411.87
" " "	231.71		448.04
" " on wolf act,			68.57
			$1479.83

Received of J. S. Anderson and J. R. Gibson Executors of the last will and testament of A. H. Fuller son deceased, the sum of fourteen hundred and seventy nine dollars and eighty three cents, in full of the principal and interest to this date, on the following notes and judgement in favor of C. E. Baylor against the estate of A. H. Fullerson deceased:

1. note dated January 1st 1889, and due one day after date for $149 58/100, subject to a credit of $142 09/100 as of January 1st 1896, and to a credit of $48 00 as of June 13th 1896.

1 note dated January 1st 1886 and due one day after date for $75 30/100.

1 note dated September 8th 1882 and due one day after date for $200 00,

1 note dated November 9th 1887, and due one day after date for $250 00.

1 note dated February 2d 1883, and due one day after date for $231 71/100.

1 ~~note~~ judgement assigned to C. E. Baylor, by M. R. Wolfe for $58 92/100 with interest thereon from December 1st 1895.

This the 24th day of August 1898.

C. E. Baylor.
By B. H. Schwell Atty.

Anderson & Gibson Exs

From } Recd 1479.83

C. E. Baylor.

"40"

J. O. Gibson & Co.

Jonesville, Va., August 1st 1898

RECEIVED FROM J. S. Anderson & J. R. Gibson executors of the last will and Testament of A. H. Fulkerson dec'd the sum of Three & 65/100 Dollars amt in full principal and interest due me on account from said estate.

$3 65

N. L. Callicam

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

N. L. Ballinam
To } Rec 3.65
Anderson & Gilson

"41"

Executors for A. H. Fulkerson.

Mr. A. S. Anderson & J. R. Gibson — Rose Hill District. No. 1.

To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P / No. L 2 1893	Val.	State Tax 30 cts. on $100		St'e schl tax 10 cts on $100		Co Levy 25 cts. on $100		Road Tax 25 cts. on $100		Co. sch'l tax 10 cts on $100		Dis Schl tax 10 cts on $100		TOTAL AMT. OF TAXES.	
Head Tax		~~$1.00~~				~~50~~								~~$1.50~~	
Per. Prop.	10449	31	35	10	45	26	62	26	12	10	45	10	45	114	94
No. Tracts															
Acres															
Lots															
TOTAL													or	114	94
														49	68
														65	25
														3	26
5 per cent pen'ty														68	51

June 29 1894 Received Payment W E Wynn Treasurer.

Received of Anderson & Gibson Exrs of A. H. Fulkersons will. Forty nine dollars and sixty nine cents on Taxes due from said Fulkerson's Estate for Year 1898. This Nov 30th 1898.

W E Wyman Treas Lee County Va

W. E. Wynn,

Treasurer of Lee County,

Jonesville or Ewing P. O.,

_____ 189____

W. E. Wynn Treas
Lee Co
Jan 1 1897
Rec'd $2.00
Jan. 1, 1898

"4 gn"

$300 One day after date I bind myself to pay C. F. Smith three hundred dollars for value received, waveing my write to the home stead as to this debt witness my hand and Seale Dec. the 14th 1891

Attest

V. P. Carter

A. H. Jelkerson (Seal)

432 30

"44"

J. H. Falkerson

To Note

C. F. Smith

Received of Anderson & Gibson Four hundred and thirty two dollars and thirty cents the amount principal and interest due on with note this Apl 20th 1899.

C H Smith

One day after date I bind
myself to pay Jenny H. Falkerson
five hundred dollars for val
Received witness my hand and
seal Sept 16th 1882

A H Falkerson (Seal)

Sept 20th 1882 Credit by bond 73.

Garnett Redford
Note for
$500.00

A A Pulliam
Atty

Received of I. S. Anderson and J. R. Gibson Executors of the last will and testament of A. H. Fullerson deceased, the sum of eight hundred and eighty one dollars and sixty nine cents in full of the amount principal, interest and cost to date, recovered by Jennie H. Baylor by decree rendered in her favor, on the 5th day of November 1897, by the Circuit Court for Lee County Virginia, in the Chancery Cause of Jennie H. Baylor and Sallie K. Carr vs Isaac S. Anderson and John R. Gibson Exors etal, and which said decree was afterwards affirmed by the Court of Appeals of Virginia.

This the 19th day of December 1898.

B. H. Sewell,

of Counsel for Jennie H. Baylor

B. H. Lewell Atty
for J. H. Baylor et al

To } Rect 881.69

Anderson & Gibson Exrs

"43"

Weston money $238.32
Anderson & Gib. 356.06
J. O. & Geo Ch 115.53
709.91
costs collected 171.78
$881.69

J. O. Gibson & Co.

RECEIVED FROM

Jonesville, Va., May 1 1899

J. I. Anderson & R. Gibson executors of A. H. Fulkerson's will, two hundred and ~~seventy~~ six dollars and 40 cts. $176.40 in check of this date and $75.00 heretofore paid me as expenses to Court of Appeals about June 7, 1898. Being my fees & expenses in full to Court of Appeals in Case of Baylor & Gay & Hence against Gibson. They having paid my check to A. H. Fulkerson for $75.00 - making on all $276.40 - the fee in full.

Dollars

$

A. L. Anderson
Atty for Exts.

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

of this receipt there
was paid June 7. 98. 25.00
same turned to J H Hulbert 75.00

"~~46~~"

"45-"

A. L. Priddemore
J. Pratt
Anderson & Gibson

"~~46~~"

May 16 1899

Received of J. R. Gibson & J. S. Anderson Executors of the Estate of A. H. Fulkerson dec'd, the sum of two hundred and fifty dollars. This amount to be paid Mr. P. G. Fulkerson for Legal services in the case of Carr and Baylor against the Estate of A. H. Fulkerson deceased.

Ida L. Fulkerson

~~"47"~~

"46"

Ida I. Fulsurin
To Rept $250.
A. & G.

"47"

J. O. Gibson & Co.

Jonesville, Va., Apl 24th 1897

RECEIVED FROM Anderson & Gibson Exrs of A. H. Fulkerson's will

One Hundred and fifty Dollars

as distributee of said estate.

Ida D. Fulkerson

$150 00

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

~~"46"~~
"47"

J. O. Gibson & Co.

Jonesville, Va., June 24 1897

RECEIVED FROM Anderson & Gibson Exrs of A. H. Fulkerson's will Two Hundred Dollars out of funds due their hands belonging to said estate

$200 00

Ida J. Fulkerson

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

"48"

J. O. Gibson & Co.

Jonesville, Va., Sept 8th 1897

RECEIVED FROM Anderson & Gibson Executors of A. H. Fulkersons will

One Hundred forty Three & 40/100 Dollars

Out of fund in their hands due said estate

$143 40

Ida D. Fulkerson

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

Ida J. Filkerson
To } 143. 40
Anderson & Gibson

"49"

1897. Anderson & Gibson Exers

		Cr	Dr
Novr Term	To A.B. Munsey Clerk Circt Court Lee Co Va		
	" Docketing Ex parte petition 18		18
	Ent atty 1d Continued 36		46
Mar Term 1898	Continued 36 June Term 1898 Continued 36		72
Novr Term "	Continued 36 March Term 1899 Cont'd 36		72
Novr " 1899	Decree final 36 taxing Costs &c 40		76
			$2.84

Recieved payment in full from Anderson & Gibson Exers. This Nov 4th 1899

A B Munsey Clerk

Anderson & Gibson &c.
Fee bill $284

"50"

Jy 1899
42.59

Mr J. S. Anderson & J. R. Gibson admr of A. H. Fullerson Rose Hill District. No. 1.

To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P / No. L 2 1899	Val.	State Tax 30 cts. on $100	St'e schl tax 10 cts on $100	Co. Levy 25 cts. on $100	Road Tax 25 cts. on $100	Co. sch'l tax 10 cts on $100	Dis Schl tax 10 cts on $100	TOTAL AMT. OF TAXES.
Head Tax	0	$1 00		50				~~$1 50~~
Per. Prop.	3868	11 60	3 87	9 67	9 67	3 87	3 87	42 59
No. Tracts								
Acres								
Lots								
TOTAL								42 59
5 per cent pen'ty								

Nov 4 1899 Received Payment W E Wynn D. Treasurer.

371

MR. Howard Elihu Rs (Est) District No. 2

1890. TO J. P. GRAHAM, TREASURER OF LEE COUNTY, VA. DR.

1 TRACTS.		State Tax 30 cents on the $100.	State School Tax, 10 cents on the $100.	Co. School Tax, 10 cents on the $100.	Dist. School Tax, 10 cents on the $100.	Road Tax, 15 cents on the $100.	County Levy 40 cents on the $100.	TOTAL AMOUNT OF TAXES.
To 16 acres land, val.	$ 80	24	8	8	8	12	26	$ 80
Property, income, etc.								
Capitation Tax, . .								
County School Tax, .								
District School Tax, .								
State School Tax, . .								
Total, . . .								80

Received Payment in full, J. P. Graham Treasurer.

VIRGINIAN PRINT. WARRENTON, VA.

not Owned

MR. Howard Elihu P's (Est) District No. 2

1889. TO J. P. GRAHAM, TREASURER OF LEE COUNTY, VA. DR.

1 TRACTS.		State Tax 30 cents on the $100.		State School Tax, 10 cents on the $100.		Co. School Tax, 10 cents on the $100.		Dist. School tax 10 cents on the $100.		Road Tax, 15 cents on the $100.		County Levy 40 cents on the $100.		TOTAL AMOUNT OF TAXES.	
To 16 acres land, val.	$48		14		5		5		5		7		20		56
Property, income, etc.															
Capitation Tax . . .															
County School Tax, .															
District School Tax, .															
State School Tax, . .															
Total, . . .															56

VIRGINIAN PRINT. WARRENTON, VA.

Received Payment in full, John P Graham *Treasurer.*

E. K. Howard Tea Ticket

(1) Mr. Howard Elias K. (col) District No. 2

1888. To J. P. Graham, Treasurer of Lee County, Dr.

1 TRACTS.		State Tax, 40 cents on $100.		County Levy, 50 cents on $100.		County School Tax, [illegible] cents on $100.		District School Tax, 10 cents on $100.		State School Tax, [illegible] cents on $100.		Road Tax.	TOTAL AMOUNT OF TAXES.	
To 16 acres land, value,	$48		58		96		20		20		20	30	2	44
Property, income, etc.														
Capitation Tax,														
County School Tax,														
District School Tax,														
State School Tax,														
Total,														

Mistake on land book.

2 44

Received Payment in full, ... Treasurer.

2 · 36

Cr cash one dollar $1.00

Cr cash fifty fin cts .50

680.42

5.00

705.42

183.85

9.29.27

46

9.75

Jas. A. H. Hulkenson
Lies Dillon
Julius received of
Thos. Hicks June 23rd
1887 wilson's mg
home & land
S. E. Thompson

Received of S. E. Thompson Five Dollars for
Board, for himself + C. B. Johnson June 1891
while Surveying Land for S. E. Thompson and
A. H. Fulkerson at Hubbard Springs.

E M Russell

Ed Russel
Receipt
$5.00

MR. Howard Elihu K, District No. 2

1892. TO J. P. GRAHAM, TREASURER OF LEE COUNTY, VA. DR.

1 TRACTS.		STATE TAX, 30 cents on the $100.	State School Tax, 10 cents on the $100.	County School Tax, 10 cents on the $100.	District School Tax, 10 cents on the $100.	Road Tax, 15 cents on the $100.	County Levy, 20 cents on the $100.	TOTAL AMOUNT OF TAXES.
To 16 acres land, val.	$ 80	24	8	8	8	12	20	80
Property, income, etc.								
Capitation Tax, . .								
County School Tax, .								
District School Tax, .								
State School Tax, . .								
Total, . . .								80

Received Payment in full, John P. Graham Treasurer.

MR. Howard Elihu P. C. District No. 2

1892. TO J. P. GRAHAM, TREASURER OF LEE COUNTY, VA. DR.

1 TRACTS.		STATE TAX, 30 cents on the $100.	State School Tax, 10 cents on the $100.	County School Tax, 10 cents on the $100.	District School Tax, 10 cents on the $100.	Road Tax, 15 cents on the $100.	County Levy, 40 cents on the $100.	TOTAL AMOUNT OF TAXES.
To 16 acres land, val.	$80	24	8	8	8	12	20	80
Property, income, etc.								
Capitation Tax, . .								
County School Tax, .								
District School Tax, .								
State School Tax, . .								
Total, . . .								80

Received Payment in full, John P. Graham Treasurer.

E. K. Howard

Mr. Elihu K. Howard WHITE SHOALS DISTRICT. Nos. 1 & 2

To J. A. G. HYATT, Treasurer of Lee County, Virginia, Dr.

No. P 28 No. L 9 1894.	State Tax 30 cts. on $100.		Sta'e sch'l tax 10 cts on $100		Co. Levy 40 cts. on $100		Road Tax 20 cts. on $100		Co, Sch'l tax 10 cts. on $100		Dis. Sch'l tax 10 cts. on $100		TOTAL AMT. OF TAXES,	
Head Tax	~~$1 00~~				~~50~~								~~$1 50~~	
Per. Prop. Val.														
No. 1 Tracts 16 Acres	80		24		08		32		16		08		08	96
Lots														
TOTAL														96
5 per cent pen'ty														

Received Payment Nov 24 1894 J A G Hyatt Treasurer.

Mr. Elihu H. Howard. White Shoe District. No. 2

To W. E. WYNN, Treasurer of Lee County, Virginia, Dr.

No. P 28 No. L 13 1895	Val.	State Tax 30 cts. on $100	Sta'e schl tax 10 cts on $100	Co. Levy 40 cts. on $100	Road tax 20 cts. on $100	Co. Sch'l tax 10 cts on $100	Dis. Sch'l tax 10 cts. on $100	TOTAL AMT. OF TAXES.
Head Tax		~~$1 00~~		~~50~~				~~$1 50~~
Per. Prop. No. 1 Tracts								
16 Acres	60	24	08	32	16	08	08	96
Lots								
TOTAL	60	24	08	32	16	08	08	96
5 per cent pen'ty								5
								1 01

Received Payment Jan 27 1896 W E Wynn Treasurer.

E. K. Howard

Mr. Eliha K. Howard White Shoals District. No. 2

To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. B 4 No. L 9 1896	Val.	State Tax 30 cts. on $100		St'e schl tax 10 cts on $100		Co. Levy 40 cts. on $100		Road Tax 20 cts. on $100		Co. sch'l tax 10 cts on $100		Dis Schl tax 10 cts on $100		TOTAL AMT. OF TAXES.	
Head Tax		$1	00				50							$1	50
Per. Prop.															
No. Tracts	80		24		8		32		16		8		8		96
16 Acres															
Lots															
TOTAL															96
5 per cent pen'ty															

Oct 30 1896

Received Payment W E Wynn Treasurer.

Mr. Elisha R Howard Est White Shoals District. No. 2

To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P 2 No. L 9 1897	Val.	State Tax 30 cts. on $100		St'e schl tax 10 cts on $100		Co. Levy 30 cts. on $100		Road Tax 20 cts. on $100		Co. sch'l tax 10 cts on $100		Dis Schl tax 10 cts on $100		TOTAL AMT. OF TAXES.	
Head Tax		$1	00				50							~~$1~~	~~50~~
Per. Prop.															
No. 1 Tracts	80		24		8		24		16		8		8		88
16 Acres															
Lots															
TOTAL															88
5 per cent pen'ty															

Nov 24 1898

Received Payment W E Wynn Treasurer.

J. S Anderson and John R Gibson
Administrators &c of A. H. Fulkerson Deceased
in. Acct. to S. E. Thompson

By Cash paid paid as Tax on 16 Acres Land from 1888 up to 1897.	$10.25
By Cash paid Ed Russel for Board	5.00
By Cash Paid Chas Taylor Chain Carier	50
By " " George Burgen " "	25
By " " Robert Taylor for Board	75
By Cash paid for State Seals of Oregon Iowa and Misouri. one Dollar Each	3.00
	$19.75

Half of This Account is only due me as the Land for which the Tax &c, accruel was bought Jointly by A. H. Fulkerson Deceased, and myself and was Deeded Jointly to us.

S. E. Thompson

State of Va Lee co to wit -
I N. C. T. Richmond Jr a Notary Public in & for the County & State aforesaid Do Certify That S. E. Thompson personaly

appeared before me & made
oath that the above account is
just & unpaid. Given under my Hand this
January 26-1898 Wm Richmond Jr. N.P.

As a matter of compromise I have
this a accepted from the executors of A H
Fullerson. the sum of four dollars
in full settlement of this claim. in
cluding in it the Tax for the year 1898
which I have heretofore paid And
I hereby acknowledge the receipt of
said sum of four dollars. This the 4th day
of November 1899.

S. E. Thompson

1898

J. S. Anderson & J R Gibson Executors
of the Last will and testament of A Fulkerson

1899 — To C. T. Duncan Dr

Nov 4 To settling account and writing opinion $20.00

Received of J. S. Anderson & J R Gibson
Executors of A H Fulkerson deceased
twenty dollars cent in full of the above
account this 4th day of Nov 1899

C. T. Duncan Comp

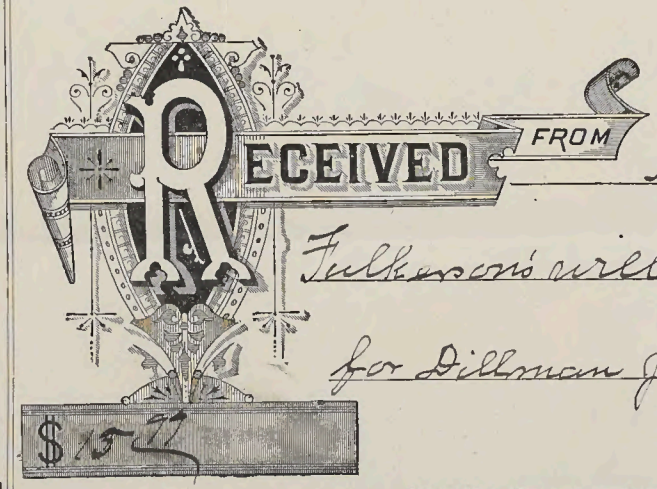
C. J. Duncan Esq.

20 $

Anderson & Gibson

53

J. O. Gibson & Co.



Jonesville, Va., Nov 6th 1897

RECEIVED FROM Anderson & Gibson Exr's of A. H. Fulkerson's will Fifteen & 77/100 Dollars

for Dillman Judgment assigned to me.

Ida L. Fulkerson

FROMAN BROS., PRINT, 170 & 172 CHAMBERS ST., N. Y.

374

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

We command you, That of the goods and chattles of C. S. Anderson & John R. Gibson Executors of the estate of A. H. Fulkerson dec'd in your bailiwick, you cause to be made $500.00 Five hundred dollars with interest at the rate of six per centum per annum from the 18th day of Sept 1882 until paid, which Jennie H Baylor late in our Circuit Court of the County of Lee, has recovered against the said C. S. Anderson & John R Gibson Exors as aforesaid, as well for a debt as interest thereon; also $2.04 Two dollars and four cents, which to the said Jennie H Baylor in the same court were adjudged for her costs by her about her suit in that behalf expended, whereof the said C. S. Anderson & John R Gibson Exors are convict as appears to us of record. And how you shall execute this writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the 1st Monday in April next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the courthouse, the 25th day of January 1898, and in the 122nd year of the Commonwealth.

A B Munsey Clerk.

E. B. No 4 p. 50

Jennie, H. Baylor

vs. { FI. FA. / IN DEBT.

Anderson & Gibson & ors

B H Sewell p q

Came to hand

189 , at oclock M

"A"

To Rules

Circuit Court.

Jud 189

O. B. No. p

$149.58,

One day after date I promise to pay to the order of Charles E. Baylor One hundred and forty nine dollars 58 cents for value recieved, and hereby waive the benefit of my homestead exemption, as to this debt. witness my hand and seal this 1st day of Jany. 1889.

A.H.Fulkerson (seal)

On the back of this note there are the following credits: Jany, the 1st 1896 Cr. this sum Bal. due on account $142.09. June 13, '96, credit by Anderson and Gibson for funeral expenses $48.00.

$75.30

One day after date I promise to pay to the order of Charles E. Baylor seventy five dollars and 30 cents for value recieved, and I here by waive the benefit of my homestead exemption as to this debt. Witness my hand and seal this 1st day of January 1886 A.H.Fulkerson(sa

$200.00.

Sept. 8th 1882

One day after date I promise to pay to the order of C.E.Baylor, Two hundred dollars,for value recieved. and I hereby waive the benefit ofmy homestead exemptionm as to this debt. Witness my hand and seal.

A.H. Fulkerson (seal)

$250.00

One day after date I promise po pay to the order of Chas, E. Baylor Two hundred and fifty cash dollars,for value recieved and I hereby waive the benefit of my homestead exemtions as to this obligation. Witness my hand and seal 9th day of Nov. 1887.

A.H. Fulkerson (seal)

$231.71

One day after date I promise to pay to the order of Daugherty & Baylor, Two hundred and thirty one dollars ~~and seventy one~~ 71 cents for value recieved and I hereby waive the benefit of my homestead ~~exemp tion~~ and personal property exemptions as to this obligation.

Witness my hand and seal this 2nd day Feb. 1883. A.H.Fulkerson. (seal)

The following indorsement is on said note: Paid to the estate of D. by C.E.Baylor.

Virginia Lee County To wit:

This day C.E.Baylor personally appeared before me C.T.Duncan Commissioner in the Chancery cause of Jennie H. Baylor and Sallie K.Carr against I.S.anderson & John R.Gibson Executors and other and made oath that the notes of which the foregoing are copies are still due and owing to him and that he has given, on said notes all the credits to which the same are entitled and all credits in any way due to the late A.H.Fulkerson which could in anyway be applied to said notes. Given under my hand this the 17th day of January 1898.

C. T. Duncan Comr.

VIRGINIA--LEE COUNTY, TO-WIT:

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson decd

If to be found in your District to appear at Jonesville in said county, on the 11th day of March 1897 before me or such other Justice of the said County, as may be thereto try this warrant, to answer complaint of Moses Wolf

and upon a claim for money not exceeding $100, exclusive of interest, to-wit: For the sum of $58.92 due by Account, and then and there make return of this warrant,

Given under my hand the 10th day of March 1897.

H. C. Joslyn J. P.

Moses Wolf
Against
J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson decd.

On the 11th day of March 1897.
(In debt.)
At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant $ 58.92, with interest thereon from the 1st day of Dec 1895, till paid, and $ .50 for costs.

H. C. Joslyn, J. P.

VIRGINIA--Lee County, To-wit: To _____ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of _____, in your county, you cause to be made the sum of $..... with interest thereon from the ..... day of ..... 18 , till paid, which ..... has recovered before _____ warrant in debt, and also the sum of $..... which were adjudged to the said ..... for costs in prosecuting said warrant.

Given under my hand the ..... day of ..... 18 :

_____ J. P

Moses Wolf
vs. Warrant
I. S. Anderson &
J. R. Gibson
Executors of A. H.
Fulkerson Dec'd

We hereby accept
legal service of
the within, and
waive the five
days notice allowed
by law. And confess
Judgment for $58.92
and interest from
Dec 1st 1895.
This March 11th 1897.

Isaac S. Anderson
J. R. Gibson Exors
of A. H. Fulkersons
Wm.

J. P. Fee .50 cts
Paid by Executors.

I hereby assign the within
claim over to C. E. Taylor
for value received
this 11th March 1897
Mo. R. Wolf

Clay City, Ky Jan. 13th 1898

C. E. Baylor Esq.,
Booneville Va.

Dear Sir:-

Replying to your favor of the 12th inst, I remember very distinctly the acct I drew off of Mr F. It had run several yrs & after running a yr he paid you 6% on the amt due same as a note & the 750.00 was passed to his cr and when the acc was drawn off I think the balance due him was near 300.00. I do not just remember about the small notes you speak of but I know you settled with him in full for the lots. I can swear to that if they insist on you paying for it again. I do not remember the dates & amts clearly but know it was all settled and no kick was made by Mr F. +++++++

Chas Anderson

The above is a true and perfect copy of so much of Mr Anderson's letter as pertains to the matters to which it refers L. T. Dunham Comm.

C. E. Baylor
vs. Notes & Judgt
Att Huddleson

"B." "C." "D" "E" "F" & "G"

1339.19. One day after date I bind myself heirs &c to pay Henry J. Morgan Thirteen hundred and thirty nine dollars and nineteen cents for value received and I hereby waive the benefit of my homestead exemption as to this debt. Witness my hand and seal this April 1st 1891.

A H Fulkerson (Seal)

A true and perfect "Copy"
Jany 4th 1898.

C. T. Duncan
Comr

Principal of note due April 2nd 1891. $1339.19

H. J. Morgan

25 Note.

A H Fulkerson

"H"

VIRGINIA--LEE COUNTY, TO-WIT:

TO Any Constable of said County:

I HEREBY COMMAND YOU TO SUMMON J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson Decd

If to be found in your District to appear at Jonesville in said county, on the 11th day of March 1897 before me or such other Justice of the said County, as may be thereto try this warrant, to answer complaint of D. H. McDonald & Loop

and upon a claim for money not exceeding $100, exclusive of interest, to-wit: For the sum of $7.00 due by Account, and then and there make return of this warrant,

Given under my hand the 10th day of March 1897.

H. C. Joslyn J. P.

D. H. McDonald & Loop
Against
J. S. Anderson & J. R. Gibson Executors of A. H. Fulkerson Decd

On the 11th day of March 1897.
(In debt.)
At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant $ 7.00, with interest thereon from the 15th day of Feby 1896, till paid, and $ 5.7 for costs.

H. C. Joslyn, J. P.

VIRGINIA--Lee County, To-wit: To _____ Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of _____, in your county, you cause to be made the sum of $_____ with interest thereon from the _____ day of _____ 18 , till paid, which _____ has recovered before _____ warrant in debt, and also the sum of $_____ which were adjudged to the said _____ for costs in prosecuting said warrant.

Given under my hand the _____ day of _____ 18 :

_____ J. P

S. H. McDonald & Loop
vs. } Warrant
I. S. Anderson &
J. R. Gibson, Executors
of A. H. Fulkerson dec'd

We hereby accept legal service of the within, and waive the five days notice allowed by law. And confess judgment for $7.00 and interest from Feby 15th 1896.
This March 11th 1897.

Isaac S. Anderson Executor
of A. H. Fulkerson dec'd
J. R. Gibson } Exors.
of A. H. Fulkerson's
" " Will

J. P. Lee 50 Cts
Paid by Executors.
O & B - Docket page 44.

1896 N. H. Fulkerson Dr.

Mch 20 To N. L. Callihan

Mch 20 To am't on hauling $3.20

Virginia, Lee County, to wit:-

This day personally appeared before T. H. Gibson, a Notary Public in and for Lee County, Virginia, N. L. Callihan and J. P. Callihan, and made oath that the above account is just, true and unpaid. Given under my hand this the 20th, day of March 1896.

T. H. Gibson N.P.
for Lee County, Va.

N. L. Gallihan
To 3 acct. vs
A. H. Fulkerson
Decd.

$3.20

"P"

Mr. A. H. Tuckerson
To David L. Wolfe Dr.
Nov 30-1870

Nov. 1870 Work 2½ days @ $1.00 pr. mo. .95
20 2/10 Bu. Corn Destroyd @ 30¢ pr. bu. 3.60
$4.55

Virginia Lee county
This day personly appeared before me in my County aforesaid David L Wolf & made oath that the above account is just & unpaid.

A. C. T. Richmond Jr. N. P.

D. L. Wolf
vs.
P. H. Fullerton

Q

Bunker Hill Indiana

The within account is left in the hands of
J. S. Anderson to be settled when the Fullerton
business is finally adjusted.

	4.56
	$3.57
Bal.	.98

D. L. Wolf owed the estate of A. H. F. January 7/96
This April 6/97.

David L. Wolf

Lee Circuit Court

Jennie H. Baylor, et al.,

vs. POWER-of-ATTORNEY

I. S. Anderson and J. R. Gibson, Exrs. &c.

KNOW ALL MEN that I, Isaac S. Anderson, do hereby constitute and appoint James W. Orr as my true and lawful attorney in fact for me and in my name, place and stead to sign my name as principal to a bond that may be required to be given by order of the Circuit Court of Lee County in the above styled cause, having for its purpose the appointment of myself as Receiver of a certain sum of money now on deposit in the National Bank of Bristol, Tenn., and under the control of said court, said receivership being set out and defined in the order of court in said cause; and I do hereby ratify and confirm each and every, the act or acts of him my said attorney in fact done in the premises as fully and lawfully as if done by me in my own proper person.

WHEREUNTO WITNESS the following signature and seal this the 15th day of November, 1900.

Isaac S. Anderson (SEAL)

Virginia, Lee County, to-wit:-

I, B. M. Morgan Clerk of the County Court ~~in and~~ for the county aforesaid in the state of Virginia, certify that Isaac S. Anderson, whose name is signed to the writing above bearing date the 15th day of November, 1900, has acknowledged the same before me in my county aforesaid.

Given under my hand this the 15th day of November, 1900.

B. M. Morgan Clerk,

Lee Circuit Court

Jennie H. Taylor, et al.,

vs. POWER-of-ATTORNEY

I. S. Anderson and J. R. Gibson, Exrs. &c.

KNOW ALL MEN that I, Isaac S. Anderson, do hereby constitute and appoint James W. Orr as my true and lawful attorney in fact for me and in my name, place and stead to sign my name as principal to a bond that may be required to be given by order of the Circuit Court of Lee County in the above styled cause, having for its purpose the appointment of myself as Receiver of a certain sum of money now on deposit in the National Bank of Bristol, Tenn., and under the control of said court, said receivership being set out and defined in the order of court in said cause; and I do hereby ratify and confirm each and every, the act or acts of him my said attorney in fact done in the premises as fully and lawfully as if done by me in my own proper person.

WHEREUNTO WITNESS the following signature and seal this the 15th day of November, 1900.

(SEAL)----------

Virginia, Lee County, to-wit:-

I, _____, _____

in and for the county aforesaid in the state of Virginia, certify that Isaac S. Anderson, whose name is signed to the writing above bearing date the 15th day of November, 1900, has acknowledged the same before me in my county aforesaid.

Given under my hand this the 15th day of November, 1900.

I. S. Anderson
to
J. W. Orr
Power of Attorney
Dec 11, 1900

Jonesville Nov 20th. 71

Dear bro,

I have written several times to Jos. Campbell in regard to some money he has collected for me of the Twiggs but cant hear from him I hope you will see him immediately and let me know all about it and let me hear from you, if the money is not collected you will please see the Clerk and tell him to issue executions on all judgements for my benefit and place them in the sheriffs hands. you will please see Tom Twigg, and know if he has paid the judgement vs. him if he has not have an Execution issued

I stand in great need of money besides I wish to pay you five hundred dollars now

please see him and let me hear immediately, I have or aught to have a judgement vs Jos. C. Campbell and others know of Twigg about that also and tell him pressing my business up

your friend

A. W. Fulkerson

"A"

Col. W. M. Hopkins
Abingdon
Va

"A"

"B."

Martins Station Dec 14th 75

Col. W. M. Hopkins
Abingdon Va.

Dear Col

Inigg

Campbell sent me word the other day that he had collected the Inigg money for me and he is sick over in Russell & want you if you please, so soon as you get this letter to go over and get it, and all other money that he has (he has the money over there with him) retain five hundred of it and I will send for the balance as soon as you will inform me of the collection of it. Please go immediately I want the money and

Dear Hadley

I wrote you some time ago in regard to Mrs. B's bowery. to do with it as you thought best and I would be satisfied Enclosed you will find an order to Campbell give your receipt to him on back of order

Love to Mary and the little girls

your friend

A. H. Fulkerson

Baylor Law vs Tuckerman's Exrs et al

Letters filed with depositions of J. H. S. Hyatt, Marked "A" + "B".

DUNCAN & HYATT,
ATTORNEYS AT LAW,
JONESVILLE, VIRGINIA.

D. C. Cummings survivor &c for &c

against F. L. Lugg Admr &c.

Judgment with Interest from the

26th day of November 1865 till paid 1512.00

Int on said principal to Feby 24 1868 203.56

By amt paid D. C. Cummings Feby 24/68 100.00

Bal of interest - - - 103.56

Interest on principal to Dec 1. 1871 340.70

Amt principal & Int last date 1956.26

Cr By cash paid J. T. Campbell Dec 1/71 1800.00

Balance after said payment. $156.26

Cummings. Surrror for &
vs. Ezz "Calculation"
of
Judgment.
T K. Trigg. Aug. 76

C

Trigg debt
Calculation

(1)

Copied

Jennie H Baylor v Sallie K. Carr.

vs.

L. S. Anderson et al Exr.s &c et als.

Charges claimed but not proved

A. H. Fulsinean Admr. &c vs J. D. Cooley Admr &c

Judgt. May Term 1872. Int Nov 21. 1865		67	65
Int to Jany 1. 1877.		45	10
Same vs same Judgt with Int Aug 27. 1867		150	00
Int to Jany 1st 1877		84	00
D. C. Cummings survivor for Warren M Hopkins Admr. Judgt. with Int from 1st Jany 1861		411	55
Int to Jany 1st 1877.		395	08
Same vs same Judgt with Int from 1st day of Jany 1856.		68	08
Same vs same Judgt with Int from 2 day of Jany 1855 bond 95.00 pd Oct 20/58		85	78
Int to Jany 1. 1877.		151	36
Same vs same Judgt with Int from 18th Oct/62		41	85
" " Saml Caldwell Admr Judgt with Int from Jany 4th 1868		115	09
Int to Jany 1877.		98	05
Same vs same Judgt with Int Jan 2. 1862		88	68
~~Int to Jany~~ 1st 1877		46	98
Same vs Phillip Anderson Judgt with Int from Nov 28 1865		36	75
Int to Jany 1st 1877.		32	07
		22	24
		14	78
County bonds for		3000	00
Probable Int on civil bond from 1 Jany 1884 to Jany 1 1877. $2340.00	2344.50	4954	84

Baylor & Carr
vs. } Debts claimed
} but not proved

Anderson & Gibson Ex. &c.

C

(2)

(7)

John B. Fulkerson & E. Baylor & wife R. F. Carr & wife Dr. Cr

1883.						
February	26	By cash from M. D. Goodson } cash payment on land }			200	00
March	12	To commissions on $200 @ 10%.	20	00		
May	5	" amt of check sent to J. B. Fulkerson by direction of A. N. Fulkerson	120	00		
"	"	" " check sent to A. N. Fulkerson	60	00		
"	10	By cash of M. D. Goodson in full } of note for land Due May 1/83 }			300	00
"		To commission on $300 @ 10%	30	00		
June	25	" Check to A. N. Fulkerson	270	00		
September	24	By cash from M. D. Goodson in payment } of note for $400.— Due Mar 1/85; under } direction of J. B. Fulkerson			310	00
October	4	To commission on $310—	20	00		
"	"	" Check in favor of J. B. Fulkerson on Bank of Abingdon Va	290	00		
1884. Feby	19	By cash of M. D. Goodson in pay- } ment of note for $400— Due Mar 1/84 }			400	00
	26	To commissions on $400— @ 7½.	30	00		
		" Check to C. E. Baylor & wife	185	00		
		" " " R. F. Carr & wife	185	00		
			$1210	00	$1210	00
1886						
May	19	By cash of M. D. Goodson in full } of last note }			405	13
"	19	To commissions on 405.13	40	00		
"	25	" Check to Jennie N. Baylor	182	56½		
"	"	" " " Sally K. Carr	182	56½		
			$405	13	$405	13

"Page 3."

C

(16)

Abingdon, April 25th 1864.

Recd. of Archimedes Davis, Admr. of David Baltzell, decd. Fifty six dollars and twenty three cents $56.23 on account of the distributive share of John B., Jane H. and Kate Fulkerson, grand Children & heirs of said David Baltzell, decd.

A. H. Fulkerson,
Guardian.

Received of Archimedes Davis Admr. of David Baltzell decd. Three hundred dollars part of the distributive share of John B., Jane H. & Kate Fulkerson grand Children & heirs of David Baltzell decd.

Sept. 28th 1863.

A. H. Fulkerson,
Guardian of the heirs.

Copies.

Teste:

R. T. Cumming D.C.

A. H. Fulkerson Gdn.

Of Receipts

Jno. P. Fulkerson & others

Copies,

Fee .25

"3 A"

Copied

A. H. Fulkerson Admr.
of Jos. C. Baltzell
vs
John D. Cosby, Sheriff &
as such Admr. of
Sallie D. Baltzell, decd.

Judgment at May term 1872 by default for the sum of $67.65 with legal interest thereon from the 21st day of November 1865 till paid & costs C. 3.95 S. .50
A. 21.50 are 6.95 = Ex. 58

No property found Sept. 20th 1876.
R. S. Lowry D.S. for
J. D. Cosby, S.W.C.

A Copy
Teste:
R. P. Cumming C.C.

A. H. Fulkerson Adm
of Jos. L. Baltzell

vs. } Judgment

Jno D Cosby S.W.B. &
as such Adm. of
Sallie D. Baltzell,

A Copy,

Test, 25

1 A.

(2)

This deed made this the 25th day of July 1886 by and between John B. Fulkerson and M. E. Fulkerson his wife and J. M. Barker, and by and between R. F. Carr and Kate S. Carr his wife, and J. M. Barker, Witnesseth:- That for and in consideration of the sum of $350.00 paid by the said Barker to Jno. B. Fulkerson, the receipt is hereby acknowledged, the said Jno. B. Fulkerson and M. E. Fulkerson his wife have this day bargained and sold, and by these presents do bargain sell, grant and convey with general warranty all of their right, title and interest in and to a certain tract of land, lying and being in Poor Valley, Washington County, Va. being the same tract of land conveyed by A. Cummings Comr. to Lynch Cummings & Co. by deed, executed Sept. 18th 1860 and admitted to record in the Clerk's Office of said County Sept. 20th 1860. and bounded as shown by a survey and plat made by J. A. McQuown County Surveyor of said County, May 10th 1883, except as to certain lines between the said tract of land and the adjoining land of Saml. E. Flenor, which were fixed by Wm. F. Rhea and D. F. Bailey, Arbitrators,

by their award rendered April 24th 1885. and designated on the plat of said McQuown in black lines. The interest in said tract of land hereby conveyed being an undivided one third of said tract which the said Jno. B. Fulkerson inherited from his Uncle Joseph C. Baltzell, a member of the firm of the Lynch, Cummings and Co. to have and to hold the interest hereby conveyed to the said J. M. Barker his heirs and assigns forever.

And the said R. F. Carr and Kate S. Carr, his wife for and in Consideration of the sum of $350.00 have this day bargained and sold to J. M. Barker all of their right, title and interest in and to the tract of land situated in Poor Valley, Washington County Virginia, Conveyed by A. C. Cummings Comr. to Lynch, Cummings & Co. and fully described in the deed of Jno. B. Fulkerson and wife to J. M. Barker of this date, hereinafter written.

The interest hereby conveyed by said Carr and wife being one undivided third of said tract of land which was inherited by Kate S. Carr (nee

Fulkerson) from Joseph C. Baltzell, his Uncle, a member of the late firm of Lynch, Cummings & Co. to have and to hold the interest in said tract of land hereby conveyed to said J. M. Barker his heirs and assigns forever.

3 And the said R. F. Carr and Kate S. Carr his wife covenant with the said J. M. Barker to defend the title to the said interest against the lawful claims of all persons whomsoever.

Witness the following signatures and seals, this the 25th day of July 1886.

John B. Fulkerson, (Seal)
M. E. Fulkerson, (Seal)
R. F. Carr, (Seal)
K. S. Carr, (Seal)

State of California }
Los Angeles County } ss.

I, C. W. Humphreys, a Notary Public, for the County aforesaid, in the State of California, do hereby certify that Jno. B. Fulkerson, whose name is signed to the writing above, bearing date on the 25th day of July 1886 has acknowledged the same before me in my County and State aforesaid,

I do also certify that M. E. Fulkerson the wife of Jno. B. Fulkerson whose names are signed to the writing above bearing date on the 25th day of July 1886, personally appeared before me in the County and State aforesaid and being examined by me privily and apart from her husband and having the writing aforesaid fully explained to her, she the said M. E. Fulkerson, acknowledge the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it. Given under my hand and official seal this 2nd day of August 1886.

Official Seal

C. W. Humphreys
Notary Public

State of Tennessee }
Claiborne County } ss.

We, H. G. White and Thos. W. Stone Justices of the Peace for the County of Claiborne in the State of Tennessee, do certify that Kate S. Carr the wife of Robt. F. Carr, whose names are signed to the writing hereto annexed, bearing date on the 25th day of July, 1886, personally appeared before us in the County aforesaid and being examined by me

privily and apart from her husband and having the writing aforesaid, fully explained to her, she, the said Kate S. Carr, acknowledged the said writing to be her act, and declared that she had willingly executed the same and does not wish to retract it. Given under my hand and official seal this the 16 day of Aug. 1886,

H. G. White, J. P.
Thos. W. Stone, J. P.

State of Tennessee }
Claibourne County } ss.

We, H. G. White & T. W. Stone, Justices of the Peace for the County aforesaid in the State of Tennessee do certify that Robt. F. Carr, whose name is signed to the writing hereto annexed bearing date on the 25th day of July 1886, has acknowledged the same before me in my County aforesaid. Given under my hand and official seal this the 16th day of Aug. 1886.

H. G. White, J. P.
Thos. W. Stone, J. P.

State of Tennessee }
Claibourne County }

I. H. Ritchie, Clerk of the County Court of said County do hereby certify that A. G. White and Thos. W. Stone J.P. whose genuine signatures appears to the attached Instrument is now, and was, at the time of signing the same an acting Justices of the Peace in and for said County, duly elected, commissioned and qualified as such. Witness my hand, at office this 16th day of Aug. 1886.

Official Seal.

I. H. Ritchie,
Clerk,

Virginia: In the Clerk's Office of the County Court of Washington County the 20th day of August, 1886.

The foregoing Deed was delivered to the Clerk of the County Court aforesaid on the day above mentioned and admitted to record.

Teste:

Wm. G. G. Lowry, Clerk,

A Copy,
Teste,
R. P. Cummings D.C.

J. M. Barker
From ~~Clerk~~ Deed

John B. Fulkerson & others

A Copy,

Fee $1.50

7 A.

Copied

This deed, made this the 25th day of October 1886, by and between Charles E. Baylor and Jennie H. Baylor his wife, of the first part and James M. Barker of the second part,

Witnesseth:- That for and in consideration of the sum of four hundred dollars ($400.00) paid by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, the parties of the first part have this day bargained and sold and by these presents do bargain, sell, grant and convey with general warranty all of our right, title and interest in and to a certain tract or parcel of land lying and being in Poor Valley in the County of Washington, State of Virginia, being the same tract of land conveyed by A. C. Cummings, Commissioner to the late firm of Lynch, Cummings & Co. composed of Jacob Lynch, D. C. Cummings and Joseph C. Baltzell, and conveyed by D. C. Cummings surviving partner of said firm to the parties of the first part, Jno. B. Fulkerson and R. F. Carr, and wife, the interest hereby conveyed being one undivided third of said tract of land,

To have and to hold the interest in said land to the said

Barker his heirs and assigns forever,

Witness the following signatures and seals the day and year first above written.

Chas. E. Baylor, (Seal)

Jennie H. Baylor, (Seal)

State of Virginia,
Lee County, } to-wit:

I, Wm. H. Speak, a Notary Public for the County aforesaid, in the State aforesaid, do certify that Charles E. Baylor, whose name is signed to the above writing bearing date on the 25th day of October 1886, has acknowledged the same before me in my County aforesaid.

Given under my hand this the 2nd day of Nov. 1886.

William H. Speak, N. P.

State of Virginia,
Lee County, } to-wit:

I, Wm. H. Speak, a Notary Public for the County aforesaid do certify that Jennie H. Baylor, the wife of Charles E. Baylor whose names are signed to the above writing bearing date on the 25th day of October 1886, personally

appeared before me in my County aforesaid, and being examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Jennie H. Baylor acknowledged the said writing to be her act, and declared that she had willingly executed the same and ~~and~~ does not wish to retract it.

Given under my hand this the Tenth day of Nov. 1886.

William H. Speak.
Notary Public.

Virginia: In the Clerk's office of the County Court of Washington County the 11th day of November, 1886.

The foregoing Deed was delivered to the Clerk of the County Court aforesaid on the day above mentioned & admitted to record.

Teste:-

Wm. G. G. Lowry, Clerk

A Copy,
Teste:
R. P. Cummings D.C.

J. M. Barker
From Deed
Chas. E. Baylor & wife

A Copy

Fee $0.75

8 A

(C)

At a Circuit Court continued and held for Washington County at the Court House thereof on Saturday the 16th day of October, 1875.

A.H.Fulkerson Adm'r of Jos C.Baltzell dec'd, Pltf.

-vs- In Debt.

Geo.R.Barr Adm'r of A.Davis dec'd, Deft.

This day came again the parties by their attorneys, and the jury sworn for the trial of the cause appeared in Court according to their adjournment; and having heard the evidence and the argument of counsel upon their oath do say, "We the jury find for the defendant". The plaintiff by his attorney moved the Court to set aside the verdict of the jury and grant him a new trial, which motion the Court overruled, therefore, it is considered by the Court that the plaintiff take nothing by his bill but for his false clamor be in mercy &c, and that the defendant go hence thereof, and recover against the plaintiff his costs by him about his defence in this behalf expended.

A Copy, Teste:

"F O"

John M Kuger, C.C.

"Copy Note"

$2000.00

Two years after date, for value rec'd I bind myself my heirs &c to pay Joseph C. Baltzell, Two Thousand Dollars with interest from date, to be paid in specie or in current funds if it does not exceed more than 1/2 per cent discount. Witness my hand and seal this 11th day of April 1863.

Archimides Davis. (SEAL)

(Endorsed on the back.)

It appearing to my satisfaction that the within note was not stamped at the time of making the same from the fact that there was no stamps to be procured and with no intention of defrauding U. States out of the revenue. I have remitted the penalty and caused the same to be duly stamped.

March 15th 1866.

A. L. Hendricks, D. C.
Int. Revenue.

A Copy Teste:---

John M. Kuger a.c.

"L. T. Cosby statement."

I received from Col. A. Fulkerson Fifty Dollars being the costs due from A. H. Fulkerson Adm'r -vs- Geo. R. Barr Adm'r and also the costs recovered against said Fulkerson Adm'r by Barr Adm'r except the costs of depositions and att'ys fee which was retained by Col. Fulkerson amounting to $11.00.

Paid what costs I received as above to parties entitled.

1875--Decr. 8th. L. T. Cosby.

A copy Teste
John M Kuger C.

Fee paid 75¢
pd by J S Anderson

I received from Col. A. Bullerson Fifty Dollars being the costs due from A. H. Bullerson Adm'r -vs- Geo. R. Barr Adm'r and also the costs recovered against said Bullerson Adm'r by Barr Adm'r except the costs of depositions and atty's fee which was retained by Col. Bullerson according to $11.00.

Paid what costs I received as above to parties entitled.

1875--Decr. 8th. L. T. Cosby.

Mr Archie Fulkerson

In acct with Mrs. S. D. Baltzell

1863 To Keep Stallion (stable feed &c) Some seven or eight months $7 per month — $63.00

" Pasture of Charles's Horse, Exact time not remembered — 4.00

" Furnishing Jenny and Kate with clothing shoes &c while at my house — 30.00

97.00

The above is a correct copy of acct in my hands — forwarded under the account by a Statement of Correspondence &c — and signed by her —

Mrs. Sally Baldwin acct
$97 00/100

Exhibit A.
to
Deposition
of
M L Blackly

C

No. 5.

Virginia: In the Clerk's Office of the Circuit Court of Washington County.

D.C.Cummings surv'g. partner of the firm of Lynch Cummings & Co. for the benefit of W.M.Hopkins Admr. of J.C.Baltzell deceased. Plt.

In Debt.

VS:

Robert J.Caldwell Admr. of John S.Caldwell decd. Deft.

Judgment at the April Term 1869 for the sum of $411.55 with legal interst thereon from the 1st. day of January 1861 until paid and the costs $6.12.

Teste

fee 25¢ John M Kreger C.C.

No. 6.

Virginia: In the Clerk's Office of the Circuit Court of Washington County.

D.C.Cummings sur'v. partner of the firm of Lynch Cummings & Co. for the benefit of W.M.Hopkins Admr. of J.C.Baltzell decd. Plt.

In Debt

VS

Robert J.Caldwell Adm'r. of John S.Caldwell decd. Deft.

Judgment at the April term 1869 for the sum of $68.07 with legal interest thereon from the 1st. day of January 1856 until paid and the costs $6.12.

Test John M Kreger C.C.

fee 25¢

"No. 7"

Virginia: In the Clerk's Office of the Circuit Court of Washington County.

D.C.Cummings surv'g. partner firm of of Lynch Cummings & Co. for the benefit of W.M.Hopkins Admr. of J.C.Baltzell decd. Plt.

vs In Deb

Robt. J.Caldwell Admr. of John S.Caldwell decd. Deft.

Judgment at the April term 1869 for the sum of $151.26 with legal interest thereon from the 2nd. day of January 1855 until paid and the costs $6.12

1858 Octo. 20th. Cr. by $95.00

Fee 25¢

Teste

John M. Kreger C.C.

"No. 8"

Virginia : In the Clerk's Office of the Circuit Court of Washington County.

D.C.Cumming's surviving partner of the firm of Lynch Cummings & Co for the benefit of W.M.Hopkins Admr. of J.C.Baltzell decd. Plt.

vs In Debt

Robert J.Caldwell Admr. of John S.Caldwell decd. Deft.

Judgment ~~confessed~~ at the April term 1869 for the sum of $115.09 with legal interest thereon from the 18th. day of October 1862 until paid and the costs $6.12.

Teste

John M. Kreger C.C.

fee 25¢

No "9"

Virginia: In the Clerk's Office of the Circuit Court of Washington County.

D.C.Cummings surviving partner of the firm of Lynch Cummings & Co. for the benefit of W.M.Hopkins Admr. of J.C.Baltzell decd. Plt.

vs In Debt.

Saml.C.Caldwell Admr. of J.L.G.Edmondson decd. Deft.

Judgment at the April term 1869 for the sum of $88.58 with legal interest thereon from the 4th. day of January 1860 until paid and the costs $6.12

Teste, John M Weger C.C.

fa 25c

No "10"

Virginia: In the Clerk's Office of the Circuit Court of Washington County.

D.C.Cummings surv'g. partner of the firm of Lynch Cummings & Co. for the benefit of W.M.Hopkins Admr. of J.C.Baltzell decd. Plt.

vs In Debt.

Saml.C.Caldwell Admr. of J.L.G.Edmondson decd. Defts.

Judgment at the April term 1869 for the sum of $36.75 with legal interest thereon from the 2nd. day of June 1862 until paid and the costs $6.12.

Teste John M Weger C.C.

fa 25c

Virginia: In the Clerk's Office of the Circuit Court of Washingto County.

No "1"

D.C.Cummings surv. partner of the firm of Lynch Cummings & Co. for the benefit of W.M.Hopkins Admr. of J.C.Baltzell decd. Plt.

vs In Debt. ~~Ex Deb~~

Phillip Anderson Deft.

Judgment at the April term 1869 for the sum of $22.24 with legal interest thereon from the 28th. day of November 1865 until paid and the costs $6.12.

Teste John M Kuper C.C.

Fee 25c

Exhibits. Nos. 5, 6, 7, 8, 9, 10, and 11 - to John M. Kreger's Deposition.

Filed pursuant to agreement.
Oct. 12th 1846.
C. T. Duncan Comr.

fees $1.75

Abingdon Va., May 19th 1886.

Chas .E.Baylor Esq.,

Boones Path, Lee Co., Va.

Dear Sir:-

Enclosed I hand you the will of Joseph C.Baltzell, deceased, together with statement of the amounts received by the Adm'rs.

I cannot find any settlement made by either Hopkins or A.H. Fulkerson of record.

The business partnership of Lynch Cummings & Co., showed a profit of $46,746.40 on the 1st day of August 1872, on which day Sam'l W.Carnahan and John G.Kreger made a final settlement of the business 7/16 of which was D.C. Cummings -------- 20,457.55

7/16 of which was Jacob Lynch ---------- 20,457.55

2/16 of which was Joseph C.Baltzell ----- 5,843.30

You will see that the $4590.07 that was charged on the books of L.C & Co., to Joseph C.Baltzell and the $1253.23 in notes turned over to A.H.Fulkerson Adm'r makes the sum of $5843.30, his interest in the business.

The 350 or 400 acres of land was included in the balance of $4590.07, valued at $1000.00, also the notes in my statement turned over to Hopkins Adm'r amounting with interest to $2716.31 was included, having been charged to Joseph C.Baltzell on the books of L. C & Co. You will see that Hopkins Adm'r is bound to account for the notes.

I find from the books or ledger (the day book having been burned) that in Dec'r 1862 Jos.C.Baltzell, charged himself with $4343.03, which as D.C.Cummings surviving partner informs me was made up as he remembers, in the James P.Baltzell note dated

August 1st 1860, for $1118.59. County bonds and money paid by him J.C.B. for negroes purchased by him of R.R.Preston, on the 1st of Jan'y 1883, the account of Jos.C.Baltzell was balanced, and showed as balance against him of $66.21.

I have examined the Bank of Abingdon and have not been able to find any account.

I saw Col.A.Fulkerson but he could not give me any information, without referring to his books, and they were in Bristol, and I requested Maj.Wood to call on him and get what information he could.

The Col. informs me that the land money has been nearly all collected and distributed, and he also says that he has been trying to sell the N.Fork land, had an offer once $1400.00, I think, but there was some difficulty about the lines, and after settling them by survey, the party declined to take it, he says it run out something over 400 acres.

It seems that L.C & CO have never made you a deed for the land. If you will give me the names of yourself and wife and her sister and husband, I know John B's name, I will have D.C.Cummings as surviving partner to make you a deed, it might save a suit for title.

The Guardian and Adm'r ought to account in some way for all that went into their hands, and if I was in your place I would call on A.H.Fulkerson Esq., and try to have a settlement with him before bringing suit against him. I have given Maj.Wood copies of the papers I send you, and he said he was going to write to you at once.

The Clerk's fee for copy of will is	1.00
And I think I ought to have	4.00
	$5.00

Making five dollars in all. It has taken me some time to get up the papers.

If I can be of any further service to you, let me know, and I will give you or Maj. Wood any information I may possess.

Yours Truly,

John G. Kreger.

A copy from letter Book
John M Kreger

fee 50 cts
for copy

Examined and Compared
John M. Kreger
Recorder of Deeds

Exhibit "Baylor Copy"
To Deposition of
John M. Kreger on Cross
Examination.

C

(245)

Received of Fulkerson &
Page, through A. H. Fulkerson
two hundred and seventy
dollars ($270.00), amount
of second payment on lan[illegible]
[illegible] Fulkerson

Kate B. Carr

Recipes
J. B.
J. H. B.
Kate Leam

1 6

J B Faulkner
Jamie Boyles
& Sally R Cor.
to ⅓ Reset
A H Faulkner
for $ 270.00

A. 1.

Received of A. H. Fulkerson, Administrator of J. C. Baltzell's Estate, Seventy seven dollars and thirteen cents ($77 $\frac{13}{100}$)

Sept. 20th 1883.

J. B. Fulkerson

Kate L. Carr,

A. 2.

C

May 6th 1883 Received of
H. H. Gulkerson Adm. of Est.
Joseph C. Baltzell dec forty
three dollars & sixty cts

Kate B. Carr.

Kate Sloan

50 Receipts

C

A. 3.

Received of A. H. Fullerson Trustee &
Administrator of the Est. of Joseph C. Batt
ell Dec, five hundred dollars —
~~[illegible]~~ 1st 1882 Kate Carr

Kate Carr
70, Recep
$0500.

A. 4.

C.

May the 3rd 1883 Received of
A. H. Fulkerson Guardian & Adm.
of J. C. Balyeter C[illegible]
forty three dollars and sixty cts
Jennie H. Baylor

J. H. Boyles
To
Receipt

$43.60 A. T.

C

$185-00

Rec'd of Fulkerson & Page
by A H Fulkerson
one hundred and eighty
five dollars
This March 1st 1884

R H Carr
Kate L. Carr.

R J & Kate
loan
La Neff
$185

C

A. 6.

Received of Hulkerson & Page through A H Hulkerson One hundred and eighty dollars ($180.00) amount of first payment on land sold

May the 5. 1883.

J. R. Hulkerson

Jennie H. Baylor

Kate S. Curr

John Jenny
& Kate
Fulkerso
to Beath

A. 7.

C.

Received of A H Fulkerson administrator of the estate of Joseph C Boll Zell deceased (and Trustee for me) the sum of five hundred dollars in full of the personal effects in said Fulkerson's hands due me from him as administrator and trustee

Sept 18th 1882 J. H. Fulkerson.

Jenny & John

Fullersons

Receipt

A. 8

MANUFACTURER OF
Saddles, Harness and Leather.

Boon's Path, Va., 189

Mr.

C. E. BAYLOR,

BOUGHT OF

—DEALER IN—

Clothing, Dry Goods, Notions, Groceries, Boots,

Shoes, Hardware, Queensware and General Merchandise.

"THE BEST IS THE CHEAPEST."

TERMS.....

Great Southern Ptg. & Mfg. Co., Frederick, Md.

One day after date I bind myself to pay Jennie H Fulkerson Five Hundred Dolls for Val received Witness my hand & seal Sept 18/1882

A H Fulkerson (Seal)

Supplied by

Sept 20th 1842 Received by Cash 70.

A. – 8

C

Sept 18th. 83 Received of A.H. Fellkerson Adm. of Jas C Ballzell's Est and Guardian Seventy Seven dollars & 12½ Cts. it being our pro rata part of the dowery of Sally D Ballzell's Est.

Jennie H. Baylor.

Rect — of
Jennie Taylor

C.

A. 9.

OFFICE OF

CHAS. E. BAYLOR,

DEALER IN

GENERAL MERCHANDISE,

MANUFACTURER OF SADDLES, HARNESS AND LEATHER.

Country Produce Bought and Sold.

Been's Path, Lee Co., Va., Mch 31st 1884

Recd of AH Fulkerson one Check on Bank of Abingdon for One Hundred & Eighty five Dolls being our Interest Note due Mch 1st/84 for one Lease Land Sold one Mr Goodson belonging to the Baltzell estate

Chas. E. Baylor & Wife

Recpt of
C. B. Baylor

A. 10.

Receipts of Mrs.
Baylor & Mrs. Carr
filed. by Defts
Marked A.1. to A.10
inclusive.
G. T. Duncan Com.
March 30th 1897.

All C

DUNCAN & HYATT,
ATTORNEYS AT LAW,
JONESVILLE, VIRGINIA.

91270
90

Abingdon Va
Feb 16th

Judge C. T. Duncan

Dear Sir

I have searched my trunks over & over, & I cant find the Circulate, I am sorry I cant come across it, though I dont know why it should be of any importance when you have my receipt showing I received it.

Respectfully

M. H. Roberts.

Letter of Mrs M H Robertson filed with the Mil Affairs

Received of A. H. Fulkerson administrator with the will annexed of Joseph C Baltzell decd. this 1st day of Augt 1873. Eight hundred ($800—) dollars in full, of an allowance made to me in accordance with the will of Joseph C Baltzell decd.

Mary A. Hopkins.

Mary H Hopkins

To } Receipt

$800

Exhibit

No 1 with

Mrs Roberts depo-

Received of A. H. Fulkerson admr of Joseph C. Baltzell decd. five hundred dollars in part payment of an allowance made in accordance with the will of said Joseph C. Baltzell decd. for nursing him during his last illness. Given under my hand this 22nd day of January 1872.

Mary H. Hopkins

M. H. Hopkins

to } Receipt

A. H. Hulkerson

Admr of

J. C. Baltzell

$500.

No. "2."

with Depos. of

Mrs. Mary A. Roberts

X 2.

Exhibit No 2 with

Mrs Roberts deposition

Joseph C. Baltzells Est

1872 In a/c with Mrs Mary A. Hopkins.

To allowance by commissioners appointed in accordance with the will of Joseph C Baltzell decd $800.00

Credits

Cr By cash of A. H. Fulkerson $500.00

Cr By cash note of Mrs M C Hopkins 113.84

Cr By notes of C. M. Colley 33.55

$647.39 $800.00

$647.39

Bal due $152.61

Total

$152.61

$180.50

$8.62

$341.73

Wm Hopkins acct

Exhibit No 3. with
Deposition of
Mrs Mary H Roberts.

A. H. Fulkerson

In a/c with W. M. Hopkins

1866			
Octo 22.	To cash paid Taxes 1865		$1.40
1868			
May 25.	To cash paid Taxes for 1866-67		6.67
1869			
April 27.	To cash paid for dividing Baltzell land		8.88
" " .	To cash paid, Taxes 1868		6.67
" " .	To cash paid for clover seed		36.00
Nov 15.	To cash paid Com. of rev. for Transfer (1 chan) of land		1.75
Dec 21.	To cash paid W. S. Rybum (Sheriff) Subpoena's		4.00
1870			
Jany 24.	To cash paid, Taxes 1869		4.65
1871.			
April 24.	To cash paid, Taxes for 1870		8.60
Octo 23.	To cash paid Taxes for 1871		6.45
1872			
March 1.	To cash paid Taxes for 1871		2.15
	Credits		
1869			
April 1.	Cr By sale of rent oats	$17.85	
1870			
March 5.	Cr By sale of rent corn	12.75	
April 15.	Cr By 40 bus. rent oats @ 35¢ per bus.	14.00	
1871			
April 24.	Cr By sale of rent oats	8.50	
Sept 1.	Cr By 15 bushels of rent wheat	15.00	
1872			
May 27.	Cr By sale of rent oats	~~$10.50~~	~~$87.22~~
		$78.60	$87.22
			$78.60
	~~Bal. due me~~		
	Bal due me		$ 8.62

No 4 with
Deposition of
Mrs Mary H Roberts

W.M. Magistrate court.

1891

A. H. Fulkerson

1872 In a/c with W. M. Hopkins

June 20. To Board of daughters Jennie & Kate from 15th of Augt 1870 to 20th of June 1872. say 22 months, at ($8) eight dollars each per month $352.00

Credits.

By 1 bus. dried peaches	$3.00	
" 6 old hams	20.00	
" 2 bus dried apples	3.00	
" 30 lbs coffee @ 30¢	9.00	
" 2 cakes Maple sugar	2.50	
" Sugar of Hurts	2.00	
" 1 doz pattern	2.00	
" cash sent Mary by mail	10.00	
" cash " " "	10.00	
" cash paid Mary	10.00	
" Cash sent Mary by mail	50.00	
June 20. By cash paid Mary	50.00	
	$171.50	$352.00
		$171.50
		$180.50

W M Hopkins, Atty

81 8052

No. 5 with depo
sition of Mrs Mary
H Roberts.

Rec'd of Mr A. H. Folkerson forty Dollars
on acct. of Written for Chinese design
Jan 22nd 1872

S. D. Strong

E. D. Stuart
Receipt $40

No. 6. filed
with H. S. Prentiss
Dispos.

U. [illegible]

Dr. Rec'd of
S. D. Stuart.

Sep. 13. 1874.

To Tuition of Jennie
in Intermed. Dept. $40.00
Tuition ~~[illegible]~~ in
Primary Dept. 24.00
Fuel for Both. 12.00

76.00

To Boy. Lost. 40.00

$36.00

Mar 20th 1872
Rec'd payment.

S. D. Stuart.

Accounts of
Receipts.
S. D. Stuart,

No. 7 filed
with Deposition of
H. S. Preston

Mr. J. B. J. H. & S. K. Patterson

Tax in Washington County for 1870.

	State tax.		County levy.	
Revenue—Personal property, $ School Tax $1.00, Salary, Income, , &c.,				
Land, 7 ac	4	30		
County levy, 100 per cent. on Personal Property				
County levy, 100 per cent. on land tax			4	30
County levy, Titheables, 50 cents each				
	$		$ 8	60

Received payment. Wm Hennig Col.

J. B. J. & H. & S. R. ~~[illegible]~~
Fulkerson $8.60

"8"

W Hopkins
To Pay

166 Mr. J. B. & S. R. Fulkerson

Tax in Washington County for 1871.

	State tax.	County levy.
Revenue—Personal property, $ School Tax $1.00, Salary, Income, , &c.,		
Tract Land, 71.99	3 58	
County levy, 40 cents on the $100 worth Personal Property		
County levy, 40 cents on the $100 worth of land		2 87
County levy, Titheables, 50 cents each		
	$ 3.58	$ 2.87

5 per cent. for collecting,

Received payment, Jas D Lupine Col

Kendelhorst

M. McAfee

53.10

86.27
53.10
$33.17

"b"

Mr. J. B. Fulkerson & Co.

Tax in Kinderhook Township for 1871.

..... Titheables,.....

Personal property, $.....

Salary $....., Income $.....,

Tract of Land ..... Value $ 7.14...

.30 Cents on the $100 worth.

2.15

$ 2.15

Received payment,

Jno. D. Larme

Township Collector.

J. B. Fullerson & Co.
2415

a. f. o.

Dis'd
2 35 1 00
10 1/2
8 8

C. M. McClung & Co

C M McClung & Co,

C/o Duncan McClung

Off Pt

C T Duncan Esq

2yrs

2yrs

Treasury Department,
OFFICE OF COLLECTOR OF INTERNAL REVENUE.
LYNCHBURG, VA.

OFFICIAL BUSINESS.

Penalty for private use $300.

Exhibits filed
with Deposition
Mrs Mary H Ro

C. T. Dunn
Co

and 6 & 7 wi
Prestons de

~~C, 7, 11, 14, Clerk~~

Jno Lundrel

One

Baylor v Kerr,
v
Fulkerson adm.

Hatcher et als v. Hall et als 77. Va 573.
Weisler 2 Craigs adm. 80 " 22
Jeffries 2 Southwest Va 88. " 862
Improvement Co.
as to sui juris see foot of P. 871
and as to diligence see P. 872
is full & strong -

~~4th. Mumford - Nelson v. Carrington ex.~~
~~Fig 6 note P. 332.~~

Coles adm v. Bullard 78th Va 139
This case does not bear on the
question here the interest on the
bond of 1844 had been regularly
demanded & paid for 28 years up to
within 5 years of suit at law
and it was not barred by
limitation.

Encyclopedia
Page 534. Laches.
4th. Peters only decides that equity
will not enforce a stale claim

At a court continued and held for Washington County the 26th day of June 1867

James P Battzell et als Complts
vs
Sally D Battzell et als Defts } in Chancery

This cause came on this 26th day of June 1867, to be again heard upon the papers formerly read; And it appearing from a writing filed in the papers that B.F. Fry has purchased the interest of W.K. Kinskell in the proceedings mentioned, and has executed a conveyance therefor to the said B.F. Fry, it is ordered by consent, that the report of the commissioners making partition of said land, be and the same is affirmed, and that it be recorded in the deed book in the clerks office of the County court of Washington County, It is further ordered that the parties hold the parcels of land allotted to them in severalty, free from the claims of each other, the said Fry holding his own

intent and that purchased from the said Hunsell, and it is further ordered that the said B.F. Fry pay the costs incurred by W.H. Hunsell, including Twenty five dollars to John W Johnston as an attorneys fee, and that the other costs be equally paid by the other parties besides the said Hunsell.

A Copy
R.P. Cummings C.C.

James P. Baltzell et als
vs } Order
Sallie D. Baltzell et als

A copy

Fee .25/100

6. A.

Copied

John G. Kreger Executor of Joseph C Baltzell, deceased.

In account with the Estate

			Dr		Cr	
1866 July	23	For this amount recd of Mrs. Sallie D Baltzell in U. S. Currency	281			
		" this amount of Silver of same	4	80		
		" Premium on Silver at 30 p.	1	44		
		" this amount in Old State Bank money on different Banks $415.00 of same, which brought in United States Currency	415	00		
1866 July		By this amt paid W M Hopkins Admr in U. S. Currency			281	
		" this amt silver paid same			4	80
		" premium on silver paid same			1	44
		" this amt pd same in old State Bank paper			415	00
			$702	24	$702	24

Jno. G. Kreger Exor
of Jos. Baltzell

Copy of Account

Exhibit No. 1
To Jno. M Kreger's
Deposition

VIRGINIA, IN THE CIRCUIT COURT OF WASHINGTON COUNTY.

Warren M.Hopkins &c	Complainants,	In Chancery
-vs-		
John S.Kendrick & Wife et al	Defendants,	

TRANSCRIPT FROM RECORD.

Be it remembered that heretofore ,to-wit, at Rules held in the the Clerk's Office of the ~~Circuit~~ County Court of Washington County on the first Monday in March 1872, came the Complainants Warren M. Hopkins and Mary H.Hopkins ,his wife, by their counsel and filed in the Clerks Office of the said Court their bill in Chancery against John S.Kendrick and Catherine F.Kendrick,his wife, B.F. Frye and Sallie J.Frye,his wife, John B.Fulkerson, Jensey H. Fulkerson, Sallie K.Fulkerson,Addie Baltzell and Daniel Trigg, Trustee of Wm.King Heiskell,dec'd, which said Bill is in the words and figures following,to-wit:--

(Original Bill.)

To the Hon.R.M.Page Judge of the Count Court of Washington County,Virginia:-

Humbly complainaing your orator Warren M.Hopkins and oratrix Mary H.Hopkins,his wife, show and represent unto your Honor that Mrs.Sallie Baltzell the mother of your oratrix Mary H.Hopkins, was the widow of David Baltzell dec'd, and that out of the lands of the said Baltzell there was assigned the said widow as dower the following described tract or parcel of land situated in said County of Washington,Virginia, and bounded as follows:-Beginning at a white oak and chestnut stump at the foot of a hill, a corner to Fleenor's land,thence with the said Fleenors line N.6-1/2 W. 156 poles to a poplar on the east side of a road, N.6-1/2 E. 53-1/2 poles to a stake on Fleenor's line,a corner to No.2.

(meaning the parcel numbered 2 in the partition of the lands outside the dower), thence with the same N.18-1/2 W. 73 poles to a stake, a hickory and two sour-wood pointers, a corner to No.3 (meaning the parcel numbered three in said partition) thence with it S.84-1/2 W. 88 poles to a small gum and sourwood in a hollow, a corner to No.4(meaning the parcel numbered 4 in said partition), thence with the same S.3 W. 123-1/4 poles to a large spanish oak in a hollow, S.14-1/2 E. 73-1/2 poles to a stake North of a pond, a corner to No.7 (meaning the parcel numbered 7 in said partition), thence with it S. 20 E. 47 poles crossing the pond and the Reedy Creek Road to a stake on Goodman's line, thence with it N.85-1/2 E. 56 poles to the beginning, and containing 120 acres more or less.

Your orator and oratrix further show that the said Sallie Baltzell has recently died and this land under the statute descends to the heirs at law of the said Baltzell, dec'd and who died intestate; said heirs being your orator and wife the said Mary H. formerly Mary H.Blatzell, John S.Kendrick and wife, Catherine F. Kendrick formerly Catherine F.Baltzell, Benj.F.Frye and wife, Sallie J.Frye, formerly Sallie J.Baltzell, John B.Fulkerson, Jensey H.Fulkerson and Sallie K.Fulkerson, who are minor children of A.H. Fulkerson and Henrietta Fulkerson formerly Henrietta Baltzell, and now deceased, Addie Baltzell, minor daughter of James P.Baltzell now deceased, William Baltzell and Joseph C.Baltzell both of the latter are dead having died since the death of their father David Baltzell, William Baltzell before his death sold his interest to Wm.King Heiskell who also died, but who before his death made an assignment of all the estate both real and personal to Daniel Trigg as Trustee, and the said Joseph C.Baltzell made a will and

devised his interest in said lands to the three minor children of A.H. and Henrietta Fulkerson named above. It will be seen that there are seven interests in said dower, your orator and wife representing and entitled to one interest, John S.Kindrick and wife representing and entitled to one interest, B.F.Frye and wife representing and entitled to one interest, John B., Jensey H. and Sallie K. Fulkerson representing and entitled to two interests, one in the right of their mother Henrietta and the other by and under the will of their uncle Joseph C.Baltzell, Addie Baltzell representing and entitled to one interest in right of her father James P. Baltzell, and Daniel Trigg Trustee of Wm.King Heiskell representing and entitled to the interest of Wm.Baltzell by purchase as aforesaid.

Your orator and oratrix further show to your Honor that since the death of Mrs.Baltzell no one having an interest has charge or control directly of said parcel of land. The tenant in possession under her is still in possession and will perhaps remain until there is some disposition of the premises. They further show that said parcel of land cannot be divided among those interested so as to make any interest of much value, and the same can only be equally distributed among the heirs by a sale, and division of the proceeds. They further represent that it is important to have the sale made at an early a day as possibe, as the premises not being directly under the control of anyone, will of necessity depreciate in value. Of the parties named above your orator and oratrix and Daniel Trigg Trustee are residents of Washington County Virginia, John B., Jensey H. and Sallie K. Fulkerson minors, the first John B. being 14 years of age but under 21 years, the other two Jensey H. and Sallie K/ are under 14

years of age, are residents of Lee County, Virginia; John S. Kindrick and wife Catherine F. are citizens of the State of Kentucky; B.F. Frye and wife Sallie J. are citizens of the State of Texas; and Addie Baltzell a minor under 14 years of age is a citizen of the State of Georgia.

The prayer of your orator and oratrix is that the parties named above be made parties defendant to this Bill and all be required to answer the same as required by law; that subpoenas to answer be issued ~~to~~ for the resident, and publication be made as to the non-resident defendants; that a guardian ad litem be appointed for the said minor children; that commissioners be appointed if necessary to report whether said land is susceptable of division or not, and if not they pray that your Honor decree the same to be sold on such terms as may be for the best interests of all concerned, and that the proceeds of the sale be equally distributed amongst those entitled thereto, after however paying all necessary expenses of this suit. Your orator and oratrix pray for general releif. And in duty bound will ever pray &c.

York & Fulkerson, p.q.

Process.

The Commonwealth of Virginia:-

To the Sheriff of Washington County--Greeting:--

We command you to summon John S. Kindrick and wife, Catherine F. Kindrick, Benj. F. Frye and wife, Sallie J. Frye, John B. Fulkerson, Sallie K. Fulkerson, Addie Baltzell, Daniel Trigg Trustee of Wm. K. Heiskell, Jensey H. Fulkerson to appear before the Judge of the County Court of Washington County at the Court House, in the Clerk's Office, at March Rules next to answer a bill in chancery

exhibited in our said Court against them by Warren M.Hopkins and Mary H.Hopkins his wife. And have then there this writ. Witness , Wm.G.G.Lowry, Clerk of our said Court, at the Court House, this 28th day of Febuary, 1872, in the 96th year of the Commonwealth.

David C.Cummings, D.C.

Endorsed on the back.

Not executed, the within parties not being found in my County, this 5th day of March 1872.

N.A.Callaham D.S. for

John D.Cosby, S.W.C.

The Commonwealth of Virginia,

To the Sheriff of Washington County--Greeting:--

We again command you to summon John S.Kindrick and wife Catherine F.Kindrick, Benj.F.Frye and wife Sallie F.Frye, John B. Fulkerson, Sallie K.Fulkerson, Addie Baltzell, Daniel Trigg Trustee of W.K.Heiskell and Jensey H.Fulkerson to appear before the Judge of the County Court of Washington County at the Court House, in the Clerks Office at April Rules next to answer a bill in Chancery exhibited in our said Court against them by Warren M.Hopkins and Mary H.Hopkins his wife. And have then there this writ. Witness , Wm.GG.Lowry, Clerk of our said Court, at the Court House, this 13th day of March, 1872, in the 96th year of the Commonwealth.

David C.Cummings D.C.

Endorsed on the back.

Executed by delivering a true copy of the within summons to John B.Fulkerson, Jenny H.Fulkerson, Sallie K.Fulkerson and Daniel Trigg Trustee of Wm.King Heiskell, not executed on John Kindrick and others they being non residents of Washington County. March

15th 1872.

John D.Cosby, S.W.C.

Order of Publication.

VIRGINIA:-- At Rules held in the Clerks Office of the County Court of Washington, on the 4th day of March, 1872:

Warren M.Hopkins and Mary H.Hopkins his wife Complainants

against

John S.Kindrick and wife Cathereine F.Kindrick,, Benj.F.Frye and wife Sallie J.Frye, John B.Fulkerson, Jensey H.Fulkerson and Sallie K.Fulkerson, Addie Baltzell and Daniel Trigg Trustee of Wm.King Heiskell Defendants.

IN CHANCERY.

The object of this suit is to partition the dower interest of Mrs Sallie Baltzell, dec'd, in the hands of her late husband, or to obtain a decree for the sale, and to distribute the proceeds of the sale equally among those entitled thereto: And it appearing by satisfactory evidence that the defendants John S.Kindrick and wife, Catherine F.Kindrick, Benj.F.Frye and wife, Sallie J. Frye and Addie Baltzell are non-residents of this Commonwealth, it is ordered that they appear here within one month after due publication of this order, and do what is necessary to protect their interest in said suit.

David C.Cummings D.C.

A Copy, Teste:-

March 8th 1872. David C.Cummings D.C

Virginia: Washington County, to-wit:-

I do hereby certify that the annexed notice has been pub-

lished four weeks sucessively, ending March 29th 1872, in the "Abingdon Virginian", a newspaper published in the Town of Abingdon, Va. Given under my hand this 3rd day of April, 1872.

Geo.R.Barr, p.Ed. "Virginian".

Answer of C.S.Bekem G.A.L. filed June 26th, 1872.

The answer of John B., Jensey H. and Sally K. Fulkerson minor children of A.H.Fulkerson and Henrietta his wife--and Addie Baltzell minor daughter of James P.Baltzell dec'd by their Guardian ad Litem Chas. S. Beckem Esqr. to the Bill exhibited in the County Court of Washington County against them and others as defendants, by Warren M.Hopkins and wife Mary H. his wife as Complainants.

And your respondent as Guardian ad Litem for said minors saving and reserving the usual benefit of all just exceptions to said Bill of complainat for answer thereto saith, that as he is informed and believes, all the statements in said bill relative to the tract or parcel of land therein described, as the dower interest of Mrs.Sallie D.Baltzell in the lands of her husband David Baltzell dec'd are true, and the statements as to the respective interests in said land are true as stated, as respondent is informed and believes.

It is true that Mrs.Sallie D.Baltzell is dead, and that it is important to all interested that a partition of said land should be made, either by actual division or by sale and division of proceeds of sale; but whether it can be divided so as to give each their share in kind, or whether it can be divided only by sale, this respondent does not know, and suggests that commissioners be appointed to examine the premises and report upon this point.

In all matters that may arise in the progress of the cause in any way affecting the interests of the said minors your respondent respectfully submits their rights to the care and protection of the Court.

And now having answered said bill, so far as he thinks it material or necessary for him to answer, Respondent prays to be hence dismissed with reasonable costs to said minors.

And in duty bound will ever pray &c.

C. S. Bekem.

Sworn to before me by C. S. Bekem this 26th day of June 1872.

Wm. G. G. Lowry, C. C.

Answer of John B. Fulkerson filed July 23rd 1872.

The seperate answer of John B. Fulkerson to the Bill of complaint of Warren M. Hopkins and wife exhibited in the County Court of Washington County Virginia against him and others.

The respondent saving and reserving the usual benefit of all just exceptions to said bill of complaint, for answer thereto or so much as he believes is necessary for him to answer, says: that he is the son of A.H. and Henrietta Fulkerson, and that his mother Henrietta is dead, as stated in said bill, leaving him and his two sisters Jensey H. and Sallie K. her only children. It is true as stated in the bill that respondent is over 14 years of age and under 21, and also true that he and his two sisters named are entitled to the share of their mother in the dower lands described in the bill, and also entitled to the share of their uncle Joseph C. Baltzell now dec'd, under and by virtue of his last will and testament.

Respondent does not know certainly whether said land can be divided or not, but suppose it cannot, so as to promote the interest of all those claiming it, there being, as respondent is informed, seven shares or interests. Respondent will state that if competent commissioners, after examining said land shall say that it cannot be advantageously divided, and that it will be the best to sell the same for distribution, then respondent gives his consent fully and cheerfully, that the Court order the sale to be made, and on such terms as will produce a fair price.

Respondent knows no other statement in said bill that is necessary for him to answer, and now having answered said bill so far as he believes it is material or necessary for him to answer, prays to be hence dismissed with his reasonable costs in this behalf expended. And in duty bound will ever pray &c.

Virginia Lee County, to-wit:-

Before me Lee S. Fulkerson a Justice of the Peace for said County and State personally came John B. Fulkerson and made oath in due form of law that the statements in the foregoing answer are true to the best of his knowledge information and belief. Given under my hand this the 11th day of July 1872.

Lee S. Fulkerson, J.P.

Decree of July 24th 1872.

At a County Court continued and held for Washington County at the Court House thereof July 24th 1872.

Warren M. Hopkins and wife — Complainants,

-vs- — In Chancery.

John S. Kindrick & Wife & others — Defendants.

It is ordered that Chas S.Bekem Esq be and is hereby appointed Guardian ad Litem of John B.Jensey H. and Sallie K. Fulkerson minor children of A.H.Fulkerson and wife Henritetta Fulkerson, and Addie Baltzell minor daughter of James P.Baltzell, and that he have leave to file his answer as such Guardian ad Litem, which is accordingly done.

And this cause coming on to be heard on the bill of complainants, the answer of the guardiam ad litem for the minor defendants, and it appearing to the Court that process has been regularly served upon Daniel Trigg Trustee &c and publication having been made as required by law, as to B.F.Frye and wife Sallie J., and John S.Kindrick and wife Catherine F. the non-resident defendants, and they not appearing to plead answer or demur to said bill, the same is taken as to them for confessed, and judgemnt pro confesso is hereby entered against them, and it appearing to the Court that before any decree can be made for partition of the lands in the bill mentioned, commissioners will have to be appointed to go upon said lands and after examining the same to make report whether they cam be divided , or whether a sale will have to be made for partition . It is ordered by the Court that Isaac A.McQuown Surveyor, D.C.Bradley and Wm.R.Rhea be appointed commissioners for this purpose. And they shall go upon said lands examine them, and report in writing to the next term of this Court whether the land is susceptable of division or not, and whether it would be most to the interest of the parties, there being seven shares or interests, for the land to be divided and each to take their interest in kind, or whether it would be most to their interest to have the said lands sold and the proceeds of sale divided. And this cause is continued.

Report of Commissioners filed August 12th 1872.

Pursuant to an order made by the County Court of Washington on the 24th day of July 1872 and to us directed, we have this day met in pursuance to said order and taken the matter into consideration as to which would be the most beneficial to the parties concerned in the land laid off by us to Mrs. Baltzell dec'd the widow of David Baltzell, her dower in the David Baltzell tract of land, and we after consulting and taking into consideration the difficulty of dividing the land to suit the parties concerned, we agree that it would be better for the parties to sell the land, and we render the above as our report, this 5th day of August 1872.

W.R.Rhea,

D.C.Bradley,

Isaac A.McQuown.

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Decree of Aug. 27th 1872.

At a County Court continued and held for Washington County at the Court House thereof August 27th 1872.

W.M.Hopkins and wife Plaintiffs,

-vs- In Chancery.

John S.Kindrick & Wife & others Defendants.

This cause came on to be heard again this the 27th day of August 1872, upon the papers formerly read, the former orders and decrees, and upon the report of W.R.Rhea, D.C.Bradley and I.A.Mc Quown, the commissioners under the decree of 24th of July 1872, and filed by them them the 12th day of August 1872, to which report there is no exception, and was argued by counsel: On consideration whereof, the Court doth approve and confirm said report. And it appearing from said report that the land in the bill men-

ticned and described as the dower interest of Sallie D.Baltzell in the lands of her husband David Baltzell, dec'd, is indivisible in kind, and that the interest of all concerned will be promoted by a sale, the Court doth order, adjudge and decree that the same be sold for partition, and for the purpose of making said sale U.L.York and A.Fulkerson are hereby appointed commissioners, and that they or either of them are authorized to make said sale, after having advertised the time, place and terms in one or more newspapers published in the County, once a week for twenty days, and also by posting notices at, at least, two public places in the County; and that said commissioners or either of them make said sale of said tract or parcel of land on the premises, at public auction to the highest bidder on the followig terms, to-wit:- Cash in hand sufficient to pay the costs of this suit and the expenses of sale, and the residue on a credit of one, two and three years in equal installments, taking from the purchaser bonds with good personal security for the deferred payments, and the title to be retained until the further order of the Court. And said commissioners or either of them that may act under this decree is requested to report their or his proceedings to the next term of this Court, to which time the cause is continued.

Commissioners' Report. Filed Oct 28th 1872-

W.M.Hopkins and wife,

-vs-

J.S.Kindrick et als,

To R.M.Page Judge of the County Court of Washington County:-

The undersigned commissioners appointed by a decree of your Honor's Court to sell the dower interest of Sallie D.Baltzell, dec'd, in a tract of land lying and being in said County, for partition, respectfully show, that on the 21st day of September 1872, pursuant to advertisement, A.Fulkerson one of said commissioners went upon said dower interest and exposed to to sale, Warren M. Hopkins being the highest bidder, became the purchaser at the price of $2700.00, of which amount the said Hopkins paid cash for costs and commissions the sum of $112.59, and for the balance $2587.41 he executed his bonds payable in equal annual installments of one, two and three years, interest from date, with R.E. Gray as security, and vendors lien retained.

To amount received cash in hand ----------		112.59
By amt paid Coale & Barr printing	12.50	
" " " Co.Ct.Clerk to Sep.23/72	9.09	
" " " Sheriff Fees	2.00	
" " " C.S.Bekam G.A.L.	5.00	
" " " I.C.Fowler printing notice	5.00	
" " " State writ tax	1.00	
" " " Att'ys fee to York & F.	15.00	
" " " Paid Y & F Com's on $2700.	63.00	112.59

All of which is respectfully submitted, this the 26th day of October, 1872.

U.L.York }
A.Fulkerson, } Commissioners.

Decree of Octo.28th 1872.

At a County Court continued and held for Washington County at the Court House thereof October 28th 1872.

W.M.Hopkins & Wife Complainants,

-vs- In Chancery.

John S.Kindrick & wife &c Defendants.

U.L:York and A.Fulkerson appointed commissioners by a decree of this Court, to sell the dower interest of Sallie D.Baltzell in a tract of land lying and being in this County, have returned their report that they sold the same, it is ordered that said report be filed and the same is accordingly done.

Decree of November 26th 1872.

At a County Court continued and eld for Washington County at the Court House thereof November 1872.

Warren M.Hopkins and wife Mary H. Complainants,

-vs- In Chancery.

Jno.S.Kindrick & Catherine F. and others Defendants.

This cause coming on to be further heard on this the 26th day of November 1872, upon the papers heretofore read, the former orders and decrees, and the report of sale by the commissioners U.L.York and A.Fulkerson filed October 28th 1872: And said report being unexcepted to, the Court doth order , adjudge and decree that the same be, and is hereby in all things confirmed, and that the said commissioners, upon application of the purchaser Warren M.Hopkins, and the payment to them of a fee of $5.00, make to him a deed with special warranty for the tract of land mentioned and described in the pleadings, and in said report, retaining upon the face of said deed a lien for the unpaid purchase money.

It is further ordered by the Court that said commissioners after giving bond before the Clerk of this Court as the law

directs, proceed to collect the purchase money as the same falls or becomes due, and report their action to this Court, and this cause is continued.

Decree of Jany 6th 1875.

At a Circuit Court continued and held for Washington County at the Court House thereof January 6th 1875.

Warren M. Hopkins and wife — Complainants,

-vs- — In Chancery

Jno. S. Kindrick & wife & others — Defendants.

In this cause the death of Warren M. Hopkins is suggested and admitted and it appearing to the Court that he was the purchaser of the ~~bed~~ land in the bill and proceedings mentioned, and executed his notes with R. E. Gray as security for the purchase money and that the said notes have not been paid, and that a lien was retained upon the land for the payment of the purchase money, it is ordered by the Court that Andrew Hopkins a non-resident of the State and William Miller and wife Amelia M. Miller formerly Amelia M. Hopkins are the heirs at law of Warren M. Hopkins dec'd, and the security R. E. Gray be summoned to appear on the first day of the next term of this Court and show cause if any they have why the tract of land purchased by the said Warren M. Hopkins and described in the bill &c as the "Sallie D. Baltzell Dower" shall not be resold for the purchase money.

Rule.

The Commonwealth of Virginia,

To the Sheriff of Washington County, Greeting:--

We command you to summon A.C.Hopkins, Wm.Miller, Amelia M. Miller and R.E.Gray to appear before the Judge of the Circuit Court of Washington of Washington County, at the Court House, on the first day of the next May term of this Court and show cause, if any they have, why the tract of land purchased by Warren M.Hopkins and described in the Bill &c, as the "Sallie Baltzell Dower" shall not be re-sold for the purchase money. And have then there this writ. Witness, L.T.Cosby, Clerk of our said Court, at the Court House, this 7th day of Febuary 1876, in the 100th year of the Comonwealth.

Lewis T.Cosby, C.C.

Endorsed on the back.

Executed April 3rd 1876 by delivering a copy of the within Rule to each of the within named parties.

Robt.S.Lowry D.S. for

Jno.D.Cosby, S.W.C.

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The Commonwealth of Virginia,

To the Sheriff of Washington County,-Greeting:-

We command you to summon A.C.Hopkins, Wm.Miller and Amelia M.Miller and R.E.Gray to appear before the Judge of the Circuit Court of Washington County, at the Court House on the first day of the next May term of this Court and show cause, if any they have, why the tract of land purchased by Warren M. Hopkins and described in the Bill &c as the "Sallie D.Baltzell Dower" shall not be re-sold for the purchase money. And have then there this writ. Witness, L.T.Cosby Clerk of our said Court, at the Court House, this 7th day of Febuary 1876, in the 100th yaer of the Commonwealth.

L.T.Cosby, C.C.

Endorsed on the back.

I accept legal service on the within Rule.

A.C.Hopkins.

Charlestown W.Va., Feb'y 9, 1876.

Decree of Octo.4th 1876.

At a Circuit Court continued and held for Washington County at the Court House thereof October 4th 1876.

Warren M.Hopkins and wife, Complainants,

-vs- In Chancery

John S.Kindrick & wife and others Defendants,

It appearing to the Court that a Rule has been awarded and executed on A.C.Hopkins, William Miller and Amelia Miller his wife who are the heirs at law of Warren M.Hopkins, dec'd, the purchaser of the land in the proceedings mentioned, and on R.E.Gray his surety on the purchase money bonds, for them to appear on the first day of the May term of this Court 1876, and show cause if any they have why the land purchased by Warren M.Hopkins and described in the bill as the Sallie D.Baltzell dower should not be re-sold for the purchase money, and they having faied to appear on the said first day of the May term 1876 and show cause why the said land should not be re-sold and they still failing to appear and show any cause why the re-sale should not be made, it is ordered by the Court that Special Commissioners A. Fulkerson and U.L.York shall within twenty days from the rise of this Court, which time is allowed the parties above named, or any of them to pay the purchase money now due upon said land, proceed to sell said land in front of the Mayor's Office in the town of Goodson, Washington County, Virginia at public outcry to the highest bidder,

for cash in hand sufficient to pay expenses of sale and commissions thereon, and for the residue on a credit of eight sixteen and twenty four months, with interest from sale. But only so much of said land shall be sold as may be required to pay said purchase money notes and the sale shall be made after advertising for four weeks in the Bristol News the time, place and terms of sale and the Commissioner shall take bonds with good security for deferred payments and report to Court and this cause is continued.

Report of Commissioners, filed Apl. 23d, 1877.

Warren M. Hopkins and wife,
-vs-
John S. Kindrick and wife and others,
} In Chancery.

To the Hon. John A. Kelley Judge of the Circuit Court of Washington County, Va.

Pursuant to a decree rendered in the above cause by your Honor at the Octo. term 1876 the undersigned commissioners after first advertising the terms, time and place of sale for thirty days in the Bristol News, did on the 30th day of December 1876, at public outcry in fromt of the Mayor's Office in the Town of Goodson Va., sell the tract of land described in the pleadings in the said cause to the highest bidder, and R. E. Gray being the highest bidder the said land was knocked off to him for the sum of $2000.00. The said Gray paid your commissioners the sum of $62.44 in cash and for the residue he executed to your Commissioners his three bonds with Wm. L. McChestney as security, dated Decr. 30th 1876, at 8, 16 and 24 months after date with interest from date for

$645.85-1/3 each.

All of which is respectfully submitted.

Costs. York and Fulkerson, Comm'rs.

Clerk ------- 7.00
Sheriff------- 1.50
Commr's ----- 49.00
Printing------ 5.00
$62.50

Decree of May 8th 1877.

At a Circuit Court Continued and held for Washington County at the Court House thereof on May 8th 1877.

Warren M.Hopkins and wife Complainants,

-vs- In Chancery

John S.Kindrick and wife and others Defendants.

This cause came on this the 8th day of May 1877 to be again heard on the papers heretofore read, the former orders and decrees the report of sale marked "1877 April 23rd filed" and was argued by counsel. On consideration whereof it is ordered by the Court that said report be in all things confirmed, there being no exceptions thereto.

And it is further ordered by the Court that the said Commissioners proceed to collect the purchase money notes as the same fall due, but before proceeding to collect said notes they will execute a bond with security before the Clerk of this Court in the penalty of $3000.00, conditioned as required by law, and report their action to Court.

It being suggested that there is a judgment on the original notes for the first sale of the lands mentioned and described in the bill and proceedings against R.E.Gray the security of W.M.

Hopkins, the original purchaser of said lands, in this Court in favor of said Commissioners York and Fulkerson, it is ordered by the Court that he have credit on the said judgment for the sum of 1937.66 the amount of his bid at the resale and that said credit be entered by the Clerk of this Court as of date the 30th day of December 1876, the date of said re-sale.

Commissioners Report.

Warren M.Hopkins and Wife -vs- John S.Kindrick and wife and others.	IN CHANCERY.

In this cause the undersigned Commissioners report to the Court that they collected from R.E.Gray, the purchaser of the lands in the bill and proceedings mentioned, the sum of $570.00 which they have on hand for distribution.

Respectfully Submitted,

U.L.York,
A.Fulkerson} Commissioners.

Decree of January 14th 1878.

At a Circuit Court continued and held for Washington County at the Court House thereof on January 14th 1878.

W.M.Hopkins and wife	Complainants,
-vs-	
John S.Kindrick and wife et als	Defendants,
-and-	In Chancery
A.H.Fulkerson Adm'r	Complainant,
-vs-	
Baltzell &c	Defendants.

These causes came on to be heard together this the 14th day of January 1878 upon the papers heretofore read in each cause, the report of Commissioners York & Fulkerson, this day filed, and was argued by counsel. And it appearing to the Court that there is in the hands of said Commissioners for distribution the sum of $570.00, it is ordered and decreed that said Commissioners distribute and pay out of said fund the following sums, as follows: To John S.Kindrick and wife $81.00; To B.F.Frye and wife or their assignee $81.00; To Mrs.Mary H.Hopkins widow of Warren M.Hopkins $81.00; To Daniel Trigg Trustee of Wm.King Heiskell dec'd $81.00; To A.H.Fulkerson Guardian of John B., Jensey H., and Sallie K. Fulkerson $162.00; and to A.H.Fulkerson Adm'r de bonis non of Jos.C.Baltzell dec'd $81.00, taking receips therefor and making report to the Court. But said commissioners will retain the said amount in their hands until the further order of the Court, ordered to be paid to Mrs.Mary H.Hopkins. And it is further ordered that Wm.G.G.Lowry commissioner ascertain and report to the Court what is the present value of the life estate of Mrs. Julia B.Baltzell widow of James P.Baltzell dec'd, in the sum of $123.21 the one third of the said James P.Baltzell's estates interest in said dower lands sold in first named cause, and attached in the second named Cause. And shall report his proceedings to Court. And this cause is continued.

Decree of May 11th 1878.

At a Circuit Court continued and held for Washington County at the Court House thereof on May 11th 1878.

W.M.Hopkins and wife	Complainants,	
-vs-		
John S.Kindrick and wife and others	Defendants,	
A.H.Fulkerson Adm'r	Complainant,	In Chancery.
-vs-		
Baltzell &c	Defendants.	

These causes came on together to be again heard on the papers heretofore read in each case and it appearing that there is in the hands of York & Fulkerson Commissioners &c the sum of $81.00 the distributive share of Mrs.Mary H.Hopkins, widow of W.M.Hopkins dec'd, in $570.00 ordered to be distributed by said commissioners by decree entered in these causes on the 14th of January 1877, it is ordered and decreed that the said Commissioners pay to the said Mrs.Mary H.Hopkins the said sum of $81.00 taking her receipt for the same and report to this Court.

The above amount was directed to be held by the said Commis-s oners because of a claim set up by R.E.Gray to the interest of the said Mrs.Mary H.Hopkins, and it appearing that the said Mrs. Hopkins having agreed to release the said Gray as security of her said husband W.H.Hopkins from the payment of his interest in the difference between the amounts realized from the first and second sales of the dower of Mrs.Sallie D.Baltzell, sold under decree in these causes, and the said Gray agreeing that Mrs.Hop-kins shall have her interest in the proceeds of the 2nd sale , of which the $81.00 above mentioned is a part. These causes are continued.

Report of Commissioners, filed May 8th 1879.

To the Hon.John A.Kelley, Judeg &c.

The undersigned Comm'rs have received from the purchaser of the land in this suit $250.00, and will as they think receive other sums before the next term of this Court.

Respectfully Submitted,
U.L.York,
A.Fulkerson,
Commissioners.

May 8th 1879.

Decree of May 8th 1879.

A.H.Fulkerson Adm'r Complainant,

-vs-

Julia B.Baltzell et al Defendants,

and In Chancery

W.M.Hopkins and wife Complainants,

-vs-

J.S.Kindrick and wife and others Defendants,

In this cause it appears to the Court from the report of Commis ioners York & Fulkerson that they have a fund in their hands, and will likely receive additional sums before the next term of this Court. It is ordered and decreed that said Comm'rs distribute the fund in hand and any other funds that may come into their hands arising from the sale of lands in the pleadings mentioned to the parties entitled, as shown by the pleadings and the former orders and decrees in this cause and the cause of Fulkerson Adm'r &c vs. Julia B. Baltzell et al, and report their action to the Court, and these causes are continued.

Decree of October 11th 1881.

Warren M.Hopkins and wife Complainants,

-vs- In Chancery.

John S.Kindrick and wife and others Defendants.

This cause came on again this day to be further heard upon the papers heretofore read, and the former orders and decrees, and was argued by counsel. And it appearing to the Court that there were in the hands of York & Fulkerson Comm'rs the sum of $500.00 with interest thereon from the 27th day of May 1881, amounting in

all to $510.83. And the death of U.L.York one of the Comm'rs being suggested it is ordered and decreed that A.Fulkerson the surviving Comm'r distribute and pay out the said sum of $510.83 as follows:--

To John S.Kindrick and wife the sum of $72.97; To Mrs Mary H. Hopkins widow of W.M.Hopkins dec'd, $72.97; To Daniel Trigg Trustee of Wm.King Heiskell the share of Wm.Baltzelle $72.97; To A.H.Fulkerson Guardian of John B., Jensey H., and Sally K.Fulkerson the shares of their mother and Jos.P.Baltzell dec'd the sum of $145.94; and to A H.Fulkerson Adm'r de bonis non of Jos.C.Baltzell the sum of $72.97, taking receipts therefor and report in writing his action, and this cause is continued.

Decree of October 1st 1883.

~~xAxHxFxlxkxrxxonxAxmxrxxxxxxxxxx~~ At a Circuit Court continued and held for Washington County at the Court House thereof on October 1st 1883.

A.H.Fulkerson Adm'r — Complainant,

vs

J.B.Baltzell et al — Defendants,

and — In Chancery.

W.M.Hopkins and wife — Complainants,

vs

J.S.Kindrick and wife et al — Defendants ,

These causes came on to be heard again this 1st day of October 1883 upon the papers formerly read the report of John A. Buchanan Comm'r filed the 14th day of Sept.1883 and was argued by counsel and there being no exceptions to said report it is confirmed.

Commissioners Report , filed October 7th 1889.

To the Hon.John A.Kelley Judge of the Circuit Court for Washington County:-

The undersigned Commissioner in the cause of W M.Hopkins and wife and others vs. John S.Kindrick and wife and others begs levae to report that he has collected the purchase money due on the dower lands of Sallie D.Baltzell dec'd sold in said cause and distributed the same to the parties entitled thereto.

The last payments made to the distributees were as follows: and in full of their respective shares for which vouchers were taken and herewith filed and asked to be taken as a part of this report.

To Thos.D.Pemberton Assignee of Sallie D.Frye --- 244.45

To Mary HRoberts ---------- 244.45

To Daniel Trigg Trustee of W. King Hurtell Vendee of William Baltzell ------ 123.20

To Sallie K.Carr ---------- 123.40

To Jennie H.Baylor ---------- 123.40

To A.Fulkerson Att'y of J.B.Fulkerson ---------- 105.15

To Kate F.Kindrick ---------- 139.03

To L.F.Johnson bal. am't assigned by Trigg Tr.--- 144.33

Your Commissioner further reports that the purchaser of said lands, R.E.Gray, has paid the purchase money therefor in full and is entitled to a deed therefor.

Respectfully Submitted,

A.Fulkerson, Commissioner.

Decree of October 8th 1889.

At a Circuit Court continued and held for Washington County at the Court House thereof October 8th 1889.

W.M.Hopkins and wife &c Complainants,

-vs- In Chancery.

J.S.Kindrick & wife &c. Defendants,

This cause came on again to be heard on this 8th day of October 1889, on the papers formerly read and the report of A.Fulkerson Commissioner, and was argued by counsel, and there being no exceptions to the said report the same is in all things confirmed, and it appearing from said report that R.E.Gray the purchaser of the dower lands of sallie D.Baltzell has paid the entire purchase price therefor, it is adjudged, ordered and decreed that J.Irby Hurt who is hereby appointed a commissioner for the purpose shall make a deed conveying to the said R.E.Gray the said tract of land, with covenants of special warranty, for which he shall receive the sum of $2.50 from the said Gray, and he will report to Court and this cause is continued.

Report of Hurt Comm'r filed September 10th 1890.

To the Hon.John A.Kelley Judge of the Circuit Court of Washington County.

The undersigned commissioner in the case of W.M.Hopkins and others vs. J.T.Kindrick and others, who was appointed by your Honor's decree of October 8th 1889 in said cause, begs leave to report that in obedience to said decree he has executed and delivered to R.E.Gray a deed to the lands formerly held by Sallie Baltzell as dower, with covenants of special warranty, and

according to the metes and bounds set forth in the bill in this cause.

Respectfully Submitted,

J.Irby Hurt, Commissioner.

Decree of September 25th 1890.

At a Circuit Court continued and held for Washington County at the Court House thereof on September 25th 1890.

W.M.Hopkins &c Complainants,

-vs- In Chancery.

J.S.Kindrick &c Defendants,

This cause came on this 25th day of September 1890 to be further heard upon the papers formerly read and the report of J.Irby Hurt Commissioner filed Sept.10th 1890, and was argued by counsel, and there being no exceptions to said report the same is confirmed.

And it appearing to the Court that all matters have been adjudicated in this case and nothing further to be done therein, it is ordered that the same be stricken from the docket.

Virginia: Washington County to-wit:-

I, John M.Kreger Clerk of the Circuit Court for the County of Washington ~~County~~ in the State Virginia, do hereby certify that the foregoing is a true transcript of the record and proceedings in a certain suit in Chancery lately pending in said Court between Warren M.Hopkins & Wife Plaintiffs and John S.Kindrick & Others Defendants as the same appears from the records of my office. Given under my hand this the 16th. day of September 1896.

John M Kreger

Clerk

Fee for Transcript $8.40

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Warren M. Hopkins vs Copy of Record
John S. Kindrick & wife

Exhibit No 2
to Jas McKregor's
Deposition

To Isaac S. Anderson and John R. Gibson, Executors of the last Will and Testament of A. H. Fulkerson, deceased, Henrietta E. Beatty, Ida I. Fulkerson, Mary H. Fulkerson, Margaret A. Fulkerson and Martha L. Fulkerson,--the last three being infants, and P. G. Fulkerson, Guardian Ad Litem for said three infants:

----------You are hereby notified that on the 29th day of November 1897, We will apply to the Clerk of the Circuit Court for Lee County, Virginia, for a transcript of the record in the Chancery cause of Jennie H. Baylor and Sallie K. Carr against Isaac S. Anderson and John R. Gibson, Executors, etc., et als, lately decided in said Court, for the purpose of presenting a petition with said transcript of record to the Court of Appeals of Virginia, for an appeal in said cause. This the 24th day of November 1897.

Respectfully,

Jennie H. Baylor,

v

Sallie K. Carr,

By Counsel,

Jeremiah H Taylor & Allie
M. Carr
vs } Notice.
Gage S. Anderson & John R.
Gibson Executors —

Legal service
of the within notice
is accepted
This the 25th day of
November 1897.
P. G Fulkerson
Guardian ad litem for
Mary V Fulkerson
Margaret A Fulkerson
and
Martha L Fulkerson.
And as counsel for
Ida I Fulkerson

To Isaac S. Anderson and John R. Gibson, Executors of the last Will and Testament of A. H. Fulkerson, deceased, Henrietta E. Beatty, Ida I. Fulkerson, Mary H. Fulkerson, Margaret A. Fulkerson and Martha L. Fulkerson,--the last three being infants, and P. G. Fulkerson, Guardian Ad Litem for said three infants:

----------You are hereby notified that on the 29th day of November 1897, We will apply to the Clerk of the Circuit Court for Lee County, Virginia, for a transcript of the record in the Chancery cause of Jennie H. Baylor and Sallie K. Carr against I saac S. Anderson and John R. Gibson, Executors, etc., et als, lately decided in said Court, for the purpose of presenting a petition with said transcript of record to the Court of Appeals of Virginia, for an appeal in said cause. This the 24th day of November 1897.

Respectfully,

Jennie H. Baylor,

v.

Sallie K. Carr,

By Counsel,

I accept legal service of the above notice. Nov. 26th 1897

A. L. Onderdonk for Gibson & Anderson

Jennie H. Baylor Sallie H. Corr,

vs } Notice.

Isaac S. Anderson & John R. Eaton Executors

Virginia Washington County to wit
To the Sheriff or any legal officer of said County
We command you to summon
James H Carter and A M Dettor to
appear before the undersigned C. T.
Duncan Special Commissioner at
the Hamilton Hotel in the City of Bristol
Va on the 12th day of February 1897. to
testify and the truth to speak in behalf of
the defendants in a certain cause in chan-
cery pending in the Circuit Court of Lee
County in which Jamie H Baylor & Sally
K Cox are plaintiffs & L. S. Ander-
son executor &c and others are defend-
ants. And this they shall in no wise
omit under a penalty of $30.00
Given under my hand this
5th day of Feby 1897
C T Duncan Special
Commissioner.

Executed this the
12th day of Feb 1897
by summoning
the within named
parties

Sam. D. Keller
C.C.C.

The exceptions of the defendants, to the evidence produced, by the plff -

1 The records, of the County of Washington showing the loaning of Confederate money and the issuance of Bonds - not being relevant —

2. To the charging of Col. Fulkerson as guardian for any sum - He is not nor never was guardian except as guardian de son tort, if such a thing can be. See sec. 2927, bars such claim in five years.

3 no account can be stated against Col. Fulkerson as guardian after the marriage of the plffs and their attainment of 21 years - See 2603.

1886
1884
12

Baylor Hosp

25 E 4th St.

Anderson. Hunter M

EVERETT WADDEY CO.
RICHMOND, VA.

James H. Baylor & Sallie H. Coors Plffs
vs
J. S. Anderson & John R. Gibbons Exors of Fac Defts

Exceptions of plaintiffs to Defendants proof & exhibits —

(1) The account for taxes and the tickets filed are excepted to, Because one and the same.

(2) Receipts A 7, & A 1, for $180.00 & $270.00 respectively are excepted to, Because accounted for by plaintiffs in their bill by the $150.00 received by each of plaintiffs (See the bill, said receipts A 1 & A 7, and Mr Pages statement.)

3d Letters of Grant & Fullerton, Because referring, matters of opinion and hearsay, but not ~~so~~ ~~far~~ as they contain admissions of agent against principal. And Because said letter discloses another paper sent with it, and not produced.

Copy of Kreger letter further excepted to because he was an arbitrator & purports only to be a copy, proof of sending original not made and discloses letter evidence not produced.

(4) Receipts & accounts for nursing Joseph C. Baltzell, by Mrs Roberts excepted to because selection of persons & power in matter not made in accordance with the will of said Baltzell, and certificate mentioned by her not produced and contents not proved.

5) All charges, attempted to be set by said executors, because not shown to be made by Mr Fullerson as guardian or admr, but in his individual capacity, as a father.

(6) All evidence of Mr Fullerson's character, because in this respect it is not in issue, and is irrelevant and immaterial.

May 8th 1897.

Morrison & Lemmel,
attys for Relfs,

Baylor & Corr
vs Plaintiffs Exceptions
to Evidence &c.

Anderson & Gibson Exp. et al

Virginia

In Circuit court of Lee county sitting in chancery

Jamie H. Baylor & others

vs

John R Gibson & another Executors &c and others

Jury.

The Plaintiffs except to so much and such parts of the answer of said Gibson & another Executors &c in the aforesaid cause, ~~to~~ these paragraphs & for the following causes as follows.

They except 1st to so much and such parts of the answer as alledges that A H Hulkerson borrowed the money he paid them in 1884 on page 4 line 32 to the end of the page

2nd To second paragraph page 7 because there is no itemized account or any account filed & because it is not sufficiently specific to shew a contract or a necessity therefor & because not properly chargable by ~~pl~~ defts

3rd To so much & such parts of said answer as seeks an offsett for a liability on Robert Lowe as the security of said Lowe alone, as pltfs equitably & legally entitled ~~to~~ the fund sought not bound for Lowe's debt & it not in some right & because this accounts on 4th page the answer is argumentative & ~~[illegible]~~ scandalous to be assigned at bar

B H Lewell
& W K Maxwell for pltfs

continued

Pltffs Exceptions

(C)

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon Isaac S Anderson and John R Gibson, Executors of the last will and testament of A H Fulkerson deceased, Henrietta E Beaty, Ida I Fulkerson Mary H Fulkerson, Margaret A Fulkerson and Martha L Fulkerson

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in April, 1896, to answer a bill in Chancery, exhibited against them in our said court by Jennie H Baylor and Sallie H Carr

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 31st day of March 1896, and in the 120th year of the Commonwealth.

A B Munsey Clerk.

I Executed the within Will in my Office on a Mistake Calling of the Widow Anderson To Sola P. Fullerton & Mary H. Fullerton Margaret A. Fullerson & Martha J. Fullerton

Jennie H Baylor et al

vs. { SUPŒNA. IN CHANCERY.

Hage S Anderson and John R Gibson & ers et als

Morrison & Sewell p. q.

To 2nd April Rules.

CIRCUIT COURT.

~~Executed Will of the within by delivering a certified copy of the within to each of the within parties named except Henrietta Berry who not being a resident of this State~~

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon Isaac S Anderson and John R Gibson Executors of the last will and testament of A H Fulkerson deceased, Henrietta E Beaty, Ida J Fulkerson Mary H Fulkerson, Margaret A Fulkerson and Martha L Fulkerson

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in April, 1896, to answer a bill in Chancery, exhibited against themselves in our said court by Jennie H Baylor and Sallie K Carr

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the courthouse, the 31st day of March 1896, and in the 120th year of the Commonwealth.

A B Munsey Clerk.

A Copy Teste
A B Munsey Clerk

vs. { SUPŒNA.
IN CHANCERY.

.....*p.* *q.*

To.....*Rules.*

CIRCUIT COURT.